



SOUTH FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR BIDS (RFB)

Bids Must Be Submitted To The Following Address: South Florida Water Management District Attn: Procurement Department B-1 Building, 2 nd Floor West 3301 Gun Club Road West Palm Beach, FL 33406 Note: Hand delivered proposal packages may be dropped off at the Procurement Kiosk located in the B-1 Building, 1 st Floor		Number: 6000000472 Issue Date: June 21, 2011 SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION GOAL: 25% BID EQUALIZATION: N/A
Title: EMERGENCY DEBRIS HAULING SERVICES		
Purpose: The purpose of this Request for Bids (RFB) is to solicit bids from qualified respondents capable of providing Emergency Debris Hauling services. Respondents shall provide emergency hauling services which may include removal of vegetative debris, construction and demolition and white metal debris. Multiple Work Order contract awards to cover the sixteen county area supported by the District are anticipated as a result of this RFB to prepare the District for future emergency events. A more complete description of the technical specifications can be found in Part 4 of this RFB.		
Inquiry Period: June 21, 2011 through July 11, 2011 Inquiries may be made between the hours of 8:00 A.M. and 5:00 P.M. weekdays.	Direct All Inquiries to: Procurement: Catherine E. Richards, CPPB, Sr. Contract Specialist Telephone No: (561) 682-2813 E-Mail: crichar@sfwmd.gov Fax No: (561) 682-5009 Note: All technical inquiries must be submitted in writing via Fax or E-Mail.	
Deadline For Bid Submission: THURSDAY, JULY 21, 2011 - 2:30 P.M. 1 Original and 1 Copy to be Submitted ALL RESPONSES <u>MUST</u> BE SUBMITTED IN A SEALED ENVELOPE OR BOX Confirmation of timely receipt may be made by calling (561) 682-6391 Note: All information submitted in response to this Solicitation is subject to the public records law in Chapter 119, Florida Statutes. Any material that a firm believes is exempt from public records must be clearly identified, with explicit notation of the applicable statutory exemption.		
This RFB is Comprised of a Response Checklist and 5 Parts: Part 1. General Guidelines and Information Part 2. Instructions for Preparing Responses Part 3. Compliance Disclosure Form Part 4. Statement of Work Part 5. Small Business Enterprise (SBE) Program including SBE Subcontractor Participation Schedule and Statement of Intent to Perform as a Subcontractor		Attachments: 1. Insurance Requirements 2. Sample Contract 3. SBE Listing 4. FEMA Information

REQUEST FOR BID RESPONSE CHECKLIST

This Response Checklist is provided for the convenience of the respondent and shall not be relied upon in lieu of the instructions or requirements of this solicitation. To ensure that your bid package is complete, please review the following items to confirm that they have been addressed and are enclosed. There is no requirement to return this checklist with your bid package.

		Have you met the bid submission deadline established in the solicitation?
		Have you submitted the required number of complete copies of the bid and is one of them marked "Original"?
		Does the Original contain all required documentation to meet the responsiveness and responsibility requirements?

		Have you attached a completed and signed Compliance Disclosure Form?
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		Are there minimum license requirements? If yes, has evidence been included in the bid?
		Have you provided evidence of the ability to meet the bonding requirements, if applicable?
		Have you provided evidence of the ability to obtain appropriate insurance coverage?
		Are you in good standing with the Florida Secretary of State (corporations and partnerships)?
		Have the Client Reference Forms been completed and attached to the bid?
		Have you met the Small Business Enterprise (SBE) subcontracting goal? (see solicitation cover page and Part 5)
		• Statement of Intent to Perform as an SBE Subcontractor form completed and signed
		• SBE Subcontractor Participation Schedule form completed and signed
		• Proof of certification
		Have you provided a list of Equipment Resources owned (prime versus sub-contractor owned)?
		Have you provided a list of all existing disaster related pre-event contracts?
		Have you included a summary of your capacity and plan for mobilization?
		Have you included photos of equipment owned?

PART 1 GENERAL GUIDELINES AND INFORMATION

1.1 DEFINITIONS

"RFB". A Request for Bids, which is a written solicitation for sealed competitive bids in which price is the primary selection criterion.

"Bidder" or "Respondent". All contractors, consultants, organizations, firms or other entities submitting a response to this RFB.

"Bid" or "Response". The bidder's written response to this RFB offering to provide the specified commodities and/or services. It shall be considered a formal offer.

"Solicitation." A written request to obtain services and/or commodities through a Request for Bids, Request for Proposals or Request for Quotes. The District may also solicit responses separately via a Request for Qualifications or Request for Information.

"District." The South Florida Water Management District.

"Contract." A binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the District and the other party.

1.2 DISTRICT OVERVIEW AND MISSION

The District headquarters is located in West Palm Beach, Florida. The District's area of responsibility extends over 16 counties from Orlando to Key West.

The Mission of the District is to manage water and related resources for the benefit of the public and in keeping with the needs of the region. The key elements of the Mission are: environmental protection and enhancement, water supply, flood protection and water quality protection. The Mission is accomplished through the combined efforts of planning and research, operations and maintenance, community and government relations, land management, regulation and construction.

1.3 INVITATION

This invitation is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this solicitation represent the District's anticipated needs.

1.4 COMPLIANCE DISCLOSURE FORM

The Compliance Disclosure Form, attached to this solicitation, includes representations and certifications, including a Non-Collusion certification, that shall be

executed by an individual authorized to bind the respondent.

If the *Compliance Disclosure Form* is not submitted as part of the respondent's bid package, is altered in any manner or is not fully completed, the respondent shall be deemed non-responsive to the solicitation requirements (refer to Part 2). The *Compliance Disclosure Form* is attached to Part 3 of this solicitation.

1.5 PUBLIC ENTITY CRIMES/ DISCRIMINATORY VENDOR LIST

Any respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District, shall not be a convicted vendor or included on the discriminatory vendor list. If the respondent or any affiliate of the respondent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months has passed since that person was placed on the convicted vendor or discriminatory vendor list. The respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The District, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

1.6 LOBBYING

All respondents, their agents and proposed subconsultants or subcontractors, are hereby placed on notice that neither the District's Governing Board, employees of the District or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this solicitation. Respondents, their agents and proposed subconsultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g., general information, meetings of introduction, meals, etc.).

Any bid submitted by a respondent, its agents and potential subconsultants or subcontractors who violate these guidelines will not be considered for review. The Contract Specialist/Purchasing Agent (identified on the cover page of this solicitation) shall be the only point of contact for questions and/or clarifications concerning the solicitation and the award process.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF DISTRICT CONTRACTS

Pursuant to Rule 40E-7, Part II, F.A.C., the District's Governing Board, upon recommendation by the Director of Procurement, may temporarily or permanently suspend contractors from doing business with the District whenever a contractor materially breaches its contract with the District.

Any bid submitted by a respondent, its proposed subcontractors or subconsultants who are included on the District's Suspension List shall not be considered for review. In addition, the principals of any respondent or its proposed subcontractors or subconsultants shall not attempt to do business with the District under a different name or form a new legal entity in order to do business with the District while the principals of the respondent or its proposed subcontractors or subconsultants remain on the Suspension List.

In the event there is any intentional misrepresentation, the respondent further understands and accepts that any contract issued as a result of this solicitation shall be subject to immediate termination for default and suspension procedures by the District. The District, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

1.8 SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The District's Small Business Enterprise (SBE) Program is designed to help small businesses participate in District procurement and contract activities. The purpose of the program is to spur economic development and support small businesses, including women-owned and minority-owned businesses, to successfully expand in the marketplace. In accordance with Chapter 40E-7, Part 6, F.A.C., the "Small Business Enterprise Contracting Rule" ("SBE Rule"), the District has established an SBE participation goal for this solicitation as indicated on the cover page of this solicitation. Refer to Part 5 for additional SBE guidelines and information.

1.9 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Contract Specialist/Purchasing Agent, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All respondents' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations).

1.10 ORAL REPRESENTATIONS

No oral representations made by District staff shall be binding. The contents of this RFB and any subsequent addenda issued by the District shall govern all aspects of this solicitation.

1.11 ADDENDA

If any solicitation revisions become necessary (other than changes to the deadline for response submission), the District will post written addenda on the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations) at least seven (7) calendar days before the date scheduled for opening the responses. The District may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the District's web site (www.SFWMD.gov, Businesses, Procurement, Current Solicitations Contract Opportunities Calendar).** All addenda placed on the District's web site can be downloaded.

1.12 CANCELLATION OF THE SOLICITATION

The District reserves the right to cancel this solicitation and/or re-advertise and re-solicit the requirement at any time if determined to be in the best interest of the District.

1.13 SOLICITATION DOCUMENTS

If a potential respondent protests any provisions of the solicitation documents, a notice of intent to protest shall be filed with the District in writing within seventy-two (72) hours (excluding weekends and District observed holidays) after the posting of the Request for Bids and/or posting of any written addenda on the District's web site (www.SFWMD.gov, Businesses, Procurement, Current Solicitations Contract Opportunities Calendar).

The formal written protest shall be filed within 10 days after the date that the notice of intent to protest is filed. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Notices of intent to protest and formal written protests along with bond or other security shall be timely filed with the District Clerk. Notices of Intent to Protest as well as Formal Written Protests shall be filed with: District Clerk, Office of the Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. Notices of Intent to Protest and Formal Written Protests may be sent via facsimile to the Clerk's Office at (561) 682-6010. The District will not accept receipt of any Notices of Intent to Protest or Formal Written Protests filed at any location other than the District Clerk's Office.

1.14 SAMPLE CONTRACT

The respondent understands that this solicitation or the response shall not constitute a contract with the District. An official contract or purchase order is not binding until (a) all bids are reviewed and accepted by appointed staff; (b) the contract or purchase order has been approved by the appropriate level of authority within the District; and (c) the contract has been executed by the parties or the purchase order has been issued to the respondent.

A sample contract is attached to this solicitation. The District anticipates that the final official contract will be in substantial conformance with the sample contract. Nevertheless, respondents are advised that any contract which shall result from this solicitation may include minor deviations from the sample contract.

1.15 DEVELOPMENT COSTS

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this solicitation. All information in the response shall be provided at no cost to the District.

1.16 TAX EXEMPT STATUS

The District is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.17 RESPONSE SUBMISSION AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this solicitation. **The SBE Utilization Plan shall be submitted with the bid.** The response shall identify the solicitation number and title specified on the cover page of this solicitation. This reference information shall also be marked on the outside of the sealed envelope, including the respondent's return address. The District assumes no responsibility for responses not properly marked.

The District cautions respondents to assure actual delivery of responses either hand delivered or mailed via U.S. mail or overnight courier, directly to the District's Procurement Department in the District's B-1 Building, 2nd Floor West prior to the deadline set for opening responses. The District will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a respondent shall be deemed non-responsive to the solicitation requirements (refer to Part 2, Tab A).

Receipt of a response by any District office, receptionist or personnel other than the Procurement Department will not constitute "delivery" as required by this solicitation. Telephone confirmation of timely receipt of the response should be made by calling (561) 682-6391 before the opening time of the responses. The District will not accept or consider

responses submitted via facsimile transmission. The public is welcome to attend the solicitation opening.

1.18 ASSIGNMENT OF RESPONSE

A respondent shall not transfer or assign its response to a third party following submission of a bid to the District.

1.19 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted response by notifying the District either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the respondent. Responses, once received, become the property of the District, and will not be returned to respondents even when they are withdrawn from consideration. Responses, once opened, shall not be withdrawn or modified.

1.20 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected (refer to *Compliance Disclosure Form*, Part 3), and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the District posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.21 REJECTION OF RESPONSES

Pursuant to Rule 40E-7.301, Florida Administrative Code, the District reserves the right to reject any and all bids for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the District; (2) if such bid is deemed non-responsive (**refer to Part 2, Tab A**); (3) if the respondent is deemed non-responsible (**refer to Part 2, Tab B**); or (4) if the bid contains any material irregularities. Minor irregularities contained in a response will be waived by the District. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a respondent an advantage or benefit not enjoyed by other respondents and does not adversely impact the District. Bids will be considered irregular if, for example, they show omissions, unauthorized alterations of form, additions not called for, conditional or unauthorized alternate bids, or other irregularities of any kind. Unbalanced unit prices, either in excess of or below the reasonable cost analysis values, or incomplete unit prices, may be considered an irregularity. Bids containing material irregularities as determined by the District may be rejected by the District. The District's basis for rejecting any bids shall not be arbitrary or capricious.

Other conditions which shall cause rejection of the bid, include, but are not limited to, an individual firm, partnership, corporation or combination thereof, under the same or different names submitting as the Prime Contractor or Prime Consultant more than one bid, evidence of collusion among respondents, or evidence that the Prime Contractor/Prime Consultant has a financial interest in another firm seeking to perform the services described in Part 4.

Note: If a bid is deemed non-responsive or if a respondent is deemed non-responsive by the District after initial review of the bid submissions, the opportunity for a respondent to submit a notice of intent to protest will occur at the time of the official posting of the results, as set forth in Part 1.23.

1.22 GOVERNING BOARD REVIEW

The District will report the final results via the *Notice of Intent to Award*. Prior to the official posting by the District, the preliminary results will be reviewed by the District's Leadership Team for compliance with Governing Board policies and directives. The ranking results will be forwarded to the Governing Board for final approval.

If the Governing Board identifies issues that are inconsistent with policy objectives, the District will post an official "Reject All Bids" notice. If acceptable to the Governing Board, the District will post the official results on the Friday following Thursday's regular Governing Board monthly meeting.

1.23 FORMAL AUTHORIZATION TO PROCEED WITH NOTICE OF INTENT TO AWARD

Following Governing Board acceptance of the final results and in compliance with Chapter 120 of the Florida Statutes, the official *Notice of Intent to Award* will be posted on the District's web site (www.SFWMD.gov, Businesses, Procurement, Current Solicitations Contract Opportunities Calendar). The District also will post the results at the Procurement Department in the District's B-1 Building, 2nd Floor West, 3301 Gun Club Road, West Palm Beach, Florida as well as the District's HOTLINE (1-800-432-2045) to communicate intended award decisions. This notice will remain posted for a period of seventy-two (72) hours (excluding weekends and District observed holidays). If a respondent intends to protest the District's official notice, the notice of intent to protest shall be filed in writing within 72 hours after posting of the *Notice of Intent to Award* and shall file a formal written protest within 10 days after filing the notice of intent to protest. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under

Chapter 120, Florida Statutes. *Notices of intent to protest and formal written protests along with a bond or other security shall be timely filed with the District Clerk. Notices of Intent to Protest as well as Formal Written Protests shall be filed with: District Clerk, Office of the Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. Notices of Intent to Protest and Formal Written Protests may be sent via facsimile to the Clerk's Office at (561) 682-6010. The District will not accept receipt of any Notices of Intent to Protest or Formal Written Protests filed at any location other than the District Clerk's Office.*

1.24 CONTRACT AWARD

The District anticipates awarding a contract to responsible entities that submit the lowest responsive bids. The District reserves the right to make award(s) by individual items, groups thereof, all or none or any combination thereof unless otherwise stated in the bid specifications. When a group of items is specified, all items within the group must be bid. However, if respondents do not bid all items within a group, the District reserves the right to award on an item by item basis.

Tie Bids: In the event of ties as to the lowest responsive bid and responsible bidder, the contractor shall be selected based on the following order of preference: (1) a university within the Florida State University system, pursuant to Section 373.63, Florida Statutes, (2) a business which has implemented a drug-free workplace program pursuant to Section 287.087, Florida Statutes, and (3) an entity chosen by random selection.

Bid Confirmation: The District reserves the right to request a written confirmation of the bid and additional information relating to the bidder's responsibility prior to awarding a contract. Failure of the bidder to confirm the bid within seven (7) calendar days from the date of the District's request may render the bid non-responsive and will entitle the District to award the contract to the next lowest responsive/responsible bidder. The District also reserves the right to cancel this RFB at any time and/or to solicit and re-advertise for other bids. Prior to contract award, the respondent(s) shall submit documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation submitted to the District at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

PART 2
INSTRUCTIONS FOR PREPARING RESPONSES

RESPONSE FORMAT AND CONTENTS

Bids shall be submitted on the *Compliance Disclosure Form* (Part 3) and must be signed by the bidder's authorized representative. Bidders must bid on all items listed. Failure to do so may render the bid non-responsive.

In order to facilitate District review, responses should be organized in the following sequence and include tabbed sections as set forth below:

- Tab A. Responsiveness Conditions
Tab B. Responsibility Documentation

A response checklist is attached to this solicitation to facilitate final review of bid format and content. The checklist is provided for the convenience of the respondent and is not required to be returned with the respondent's bid.

Tab A. Responsiveness Conditions

Each bid shall be reviewed for responsiveness in accordance with the following conditions. If a respondent fails to satisfy these conditions, the bid shall be deemed non-responsive by the District and not considered for further review:

- (1) Timely submission of the bid
(refer to Part 1.17 for more information)
- (2) Compliance Disclosure Form
(refer to Part 1.4 and Part 3 for more information)
- (3) SBE Subcontractor Utilization Plan
The District has established a minimum SBE participation goal for this solicitation. The Bid shall either meet the established SBE goal, or be deemed non-responsive. (refer to Part 1.9 and Part 5 for more information)
- (4) Experience

In order to be deemed responsive, the Respondent must own the following equipment:

1. Three (3) Dump Trucks, 16 cubic yd capacity or greater, with Operator.
2. Three (3) Front-end Loaders, 3-5 yd³ capacity, with Operator.
3. Three (3) Person Laborer Crews with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equipment).
4. One (1) Pickup Truck, One half (1/2) to One (1) Ton, with crew foreman, and cellular phone.
5. Any Self loading machines in lieu of the above equipment (1) and (2) are also acceptable.
6. Any other hauling equipment that meets or exceeds FEMA and District standards in accordance with

FEMA Public Assistance Debris Management Guide/
FEMA-325/ July 2007.

7. Respondent must provide (1) a list of all equipment resources owned, (2) photos of the equipment owned by the firm.

The DISTRICT reserves the right before recommending any work, to inspect the facilities and organization, or to take any other action necessary to determine ability to perform in accordance with the terms specified herein.

Tab B. Responsibility Documentation

Each bid shall be reviewed for responsibility in accordance with the following conditions. If, at the time of bid submission, a respondent fails to produce evidence to demonstrate compliance with each of the conditions noted below for items 1, 2 and 3 (if applicable), the respondent shall be required to produce evidence that such documentation was in effect at the time of bid submission within three (3) business days of notification by the District. If the District does not receive such evidence within this timeframe, the respondent shall be deemed non-responsive by the District for this solicitation and its bid will not be considered for further review.

(1) *Minimum License Requirements*

The following minimum licenses will be required for this project: **County Occupational License.**

(2) *Bonding Requirements*

The following bonds will be required for this project: **Not Applicable.**

(3) *Evidence of Insurance Coverage*

All respondents shall provide evidence of the ability to obtain appropriate insurance coverage as an attachment to the response. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all of the Exhibit "H" requirements, or (2) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the District's requirements will be submitted before final execution or issuance of the contract.

All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the District to notify the respondent that the certificate of insurance provided does not meet the contract requirements shall not constitute a waiver of the respondent's obligation to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance by the District shall not constitute approval of the amounts or types of coverage listed on the certificate.

If the respondent is a self-insured entity, the respondent may contact the District's Contract Specialist/Purchasing Agent identified on the cover page, and request the District's self-insurance package. Misrepresentation of any material fact, whether intentional or not, regarding the respondent's insurance coverage, policies or capabilities, shall be grounds for rejection of the response and rescission of any ensuing contract. If awarded a contract as a result of this solicitation, the respondent(s) shall maintain insurance coverage reflecting, at a minimum, the amounts and conditions as specified in Exhibit "H" Insurance Requirements, attached to this solicitation.

Supplemental Responsibility Review

(4) Corporations and Partnerships

Good Standing with the Florida Secretary of State

The District will review (for all corporations or partnerships) the respondent's corporate status and good standing with the Florida Secretary of State based on the information provided in the *Compliance Disclosure Form* (refer to Part 3). If the respondent is an out-of-state corporation, the respondent must obtain authority to conduct business in the State of Florida. All corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of bid submission shall be deemed non-responsible by the District. If successful in obtaining a contract award under this solicitation, the corporation or partnership must remain in good standing throughout the contractual period of performance.

5) References – Non-District Projects

'Client Reference' forms are attached to Part 2, Tab B1 of this solicitation for completion by the respondent and must include three (3) references. These three (3) client references must be for similar projects performed by the respondent in the event the respondent intends to perform 100% of the work. Otherwise, in the event the respondent intends to perform with subcontractor or subconsultant team members, these references shall consist of two (2) clients of the respondent and one (1) client of the subcontractor or subconsultant team member performing the highest percentage of work. Respondents that have no team members (subcontractors and/or subconsultants) shall submit references for three (3) clients. Respondents that have been in business for *less* than two (2) years shall provide at least two (2) references.

If the 'Client Reference' forms attached to Part 2, Tab B1 are not utilized, the respondent shall provide identical information requested by the District since this information is required for purposes of making a determination of responsibility as described in this section. Respondents are hereby notified that the District will telephone only the contact name and telephone number provided on the reference form by the respondent. Incorrect, invalid or missing information that prevents contact will result in a zero score for that reference.

Respondents shall include separate and verifiable projects similar to the current solicited work. Past projects shall have

been completed within the last three (3) years from the current bid submission date.

Note Regarding References:

- Respondents shall not include District projects
- Respondents shall not list as references any proposed subcontractors or subconsultants
- Respondents shall not list parent or subsidiary companies

Scoring Process for References. The District will contact the respondent's/team references in accordance with the 'Instructions' portion of the Reference Questionnaire (attached to Part 2, Tab B2 of the solicitation). Upon completion of the calls, the District will total the points and average the scores for the references to normalize the scoring results. The total number of points received from the reference calls made for respondents required to provide 3 references shall be divided by 3 to determine the final averaged score. For firms in business less than two years, the total number of points received from the reference calls shall be divided by 2 to determine the final averaged score. Respondents with a final averaged score of '5' or less shall be deemed non-responsible by the District.

(6) Past Performance Records – District Projects

The District will review past performance records for District projects on file. The District will consider the number of contracts involved and/or the extent of deficient performance in each contract for prime respondents when making a determination of responsibility.

(7) Convicted Vendor List, Discriminatory Vendor List and District's Suspension List

The District will review the following to determine whether the respondent, or any of its suppliers, subcontractors or subconsultants, has been placed on:

- State of Florida's Convicted Vendor List in accordance with Section 287.133, Florida Statutes;
- State of Florida's Discriminatory Vendor List in accordance with Section 287.134, Florida Statutes;
- District's Suspension List for material breach of a District contract in accordance with Rule 40E-7, Part II, F.A.C.

All respondents, or any of their suppliers, subcontractors or subconsultants, whose name appears in these lists at the time of bid submission shall be deemed non-responsible by the District for this solicitation.

(8) Dun & Bradstreet Report

The District may request a Dun and Bradstreet (D&B) report to determine whether or not the respondent is financially stable to meet the requirements of any ensuing contract award.

PART 2 - TAB B1
CLIENT REFERENCE FORMS
SOLICITATION NO.: 6000000472

Three (3) client references must be provided for similar projects performed by the respondent in the event the respondent intends to perform 100% of the work (i.e. no subcontractors or subconsultants). In the event the respondent has team members, references for two (2) clients of the respondent must be provided along with one (1) client reference for the subcontractor or subconsultant team member. In all cases, references must be for separate and verifiable projects similar to the current solicited work. Past projects must have been completed within the last three years from bid submission. **Respondents are expected to provide information on each project by including these forms in their response.** If these forms are not utilized, the respondent must provide identical information to the District for purposes of making a determination of responsibility as described in Tab B, paragraph 5 above.

Again, respondents that have no proposed team members (i.e., subcontractors or subconsultants) to accomplish the work described in Part 4 of this solicitation shall submit references for three (3) clients. Respondents that have been in business for *less* than two years must provide at least two (2) references.

***Note:** Do not include District projects as references, proposed team members or parent/subsidiary companies in your response.*

A. Prime Respondent - Client #1

Name: _____

Address: _____

Contact Person: _____ Phone Number (____) _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project:

CLIENT REFERENCE FORMS
SOLICITATION NO.: 6000000472

B. Prime Respondent - Client #2

Name: _____

Address: _____

Contact Person: _____ **Phone Number (____)** _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project:

[illegible]

CLIENT REFERENCE FORMS
SOLICITATION NO.: 6000000472

**C. Client of Subcontractor or Subconsultant
(with highest percentage of proposed work)**

Name: _____

Address: _____

Contact Person: _____ **Phone Number ()** _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

PART 2 - TAB B2

SAMPLE REFERENCE QUESTIONNAIRE (FOR INFORMATIONAL PURPOSES ONLY)

Instructions:

1. For each bid, contact two (2) clients and one client of the subcontractor or subconsultant team.
2. District projects, proposed team members (subcontractors/subconsultants) or parent/subsidiary companies may not be contacted.
3. Contact each reference by phone, up to three (3) times only (separate business days).
4. Ask each reference the same questions listed below and score appropriately.
5. If reference information cannot be obtained after the specified number of calls, insert a total score of '0'.
6. Do not obtain another reference as a replacement for a non-responding reference.
7. Incorrect, invalid or missing information that prevents the ability to contact the reference, insert a total score of '0'.
8. Upon completion, return all questionnaires to the designated Contract Specialist for this project.
9. If the referenced project is not similar to the solicited work, describe the work under Item #1 and insert a total score of '0'

Respondent's Name	
Client's Name (Company, Firm or Agency for Whom Services were Provided)	
Contact Person:	
Telephone Number:	
Date of Contact:	
1. Briefly describe the scope and size of the project performed by the contractor for your company.	
2. Overall, did the contractor adhere to the agreed upon schedule?	Yes = 2 points No = 0 points Score _____
3. Was the project completed within the overall budget?	Yes = 2 points No = 0 points Score _____
4. Were there delays in work progress due to unavailability of contractor personnel?	Yes = 0 points No = 1 point Score _____
5. Did the contractor provide satisfactory and timely responses to your requests for information?	Yes = 1 point No = 0 points Score _____
6. Did the contractor keep you adequately informed of progress through periodic reports, phone calls or other methods?	Yes = 1 point No = 0 points Score _____
7. Was the contractor familiar with the technical issues necessary to meet the objectives of the project with minimal District oversight?	Yes = 2 points No = 0 points Score _____
8. Did the contractor provide the appropriate level of resources consistent with the complexity of the work?	Yes = 2 points No = 0 points Score _____
9. Did the contractor's work require substantial revisions or modifications to scope approach prior to completion?	Yes = 0 points No = 2 points Score _____
10. How would you rate the overall quality of the work?	Good = 2 points; Fair = 1 point; Poor = 0 points Score _____

Questionnaire Completed by (signature): _____ Date: _____

The following will be inserted by the Chairperson (Procurement):

Maximum points available for all questions: **15 Points**

Total score for this respondent: _____

PART 3
COMPLIANCE DISCLOSURE FORM (Page 1 of 5)
SOLICITATION NO.: 6000000472

The statements completed below are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Respondent knowingly rendered an erroneous statement, certification or representation in this document, the Director of Procurement may terminate the contract resulting from this solicitation for default and the District may suspend or debar the Respondent or pursue any other available remedies.

A. Statement of Business Organization

The Respondent, by completing the information requested below, represents that it operates as follows:

Legal Business Name (Prime Respondent):					
If applicable, different business name under which the respondent is operating for this response:					
If applicable, previous business names under which the respondent has operated within the past three (3) years from response submission:					
Mailing Address:					
Remittance Address:					
F.E.I.D.#:	Email Address:				
Telephone Number: ()	Fax #: ()				
Type of Organization:	Corporation	Partnership	Joint Venture	Sole Proprietorship	Not for Profit
Agree to Extend Prices to Other Governmental Agencies?	☐ Yes ☐ No				
Key Contact Name(s)/Telephone #(s):	Name(s):			Telephone #(s):	
				()	

B. Statements of Material Representation

The Respondent, by signing on page five (5) of this Compliance Disclosure Form, hereby certifies to the South Florida Water Management District (District) that neither the Respondent, nor its agents, principals and proposed subconsultants or subcontractors:

1. Is temporarily or permanently on the District's Suspension List.
2. Is temporarily or permanently debarred from participating in public contract lettings in Florida or any other state.
3. Is now or in the past 36 months been on the State of Florida's Convicted Vendor List/Discriminatory Vendor List.
4. Has lobbied, either individually or collectively, the District's Governing Board members or other District employees for any purpose in connection with this solicitation which may influence the outcome of the selection process.
5. Has employed or retained any person or company to solicit or obtain a contract resulting from this solicitation and has not paid or agreed to pay any person or company employed or retained to solicit or obtain a contract resulting from this solicitation any commission, percentage, brokerage or other fee contingent upon or resulting from contract award.

COMPLIANCE DISCLOSURE FORM (Page 2 of 5)
SOLICITATION NO.: 6000000472

C. Additional Representations

1. Respondent acknowledges that it is responsible for receipt of any and all addenda from the District's website (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations).
2. Respondent agrees to maintain pricing and furnish any or all items upon which prices are offered for a minimum period of sixty (60) calendar days from the date specified in the solicitation for receipt of bids.
3. Respondent represents that proprietary information, if any, is identified on the following pages of the bid:
4. Respondent, as bidder, hereby declares that the only person(s) interested in the bid as principal or principals is or are named herein and no other person other than herein mentioned has interest in this bid or in any contract pursuant to this bid.
5. Respondent further declares that the specifications for the work and all contractual documents relative thereto have been examined and all the provisions furnished have been read prior to the opening of bids; and that the respondent is satisfied relative to all services to be performed and/or items to be furnished.
6. If the bid is accepted, it is understood that the terms and conditions of the bid provisions and documents relative thereto shall be binding upon the parties. The undersigned agrees, upon acceptance, to execute a contract with the District as a written memorial and formalization of said bid provisions and matters relative thereto; to furnish all necessary evidence of required insurance and bonds and to provide the specified services and/or items within the timeframe specified in this Request for Bids (RFB).
7. Equipment Resources Owned - In order to be deemed responsive, the Respondent must own the following equipment:
 - a. Three (3) Dump Trucks, 16 cubic yd capacity or greater, with Operator.
 - b. Three (3) Front-end Loaders, 3-5 yd³ capacity, with Operator.
 - c. Three (3) Person Laborer Crews with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equipment).
 - d. One (1) Pickup Truck, One half (1/2) to One (1) Ton, with crew foreman, and cellular phone.
 - e. Any Self loading machines in lieu of the above equipment (1) and (2) are also acceptable.
 - f. Or any other hauling equipment that meets or exceeds FEMA and District standards in accordance with FEMA Public Assistance Debris Management Guide/ FEMA-325/ July 2007.
 - g. Respondent must provide (1) a list of all equipment resources owned, (2) photos of the equipment owned by the firm. Respondent is responsible for providing, at a minimum, all labor, equipment, tools and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) the equipment described above. Respondent must also list all other equipment not listed above (attach separate sheet if necessary).
8. Respondent shall specify the county where services can be performed.

County	Indicate with a X	County	Indicate with a X
Broward		Martin	
Charlotte		Monroe	
Collier		Okeechobee	
Dade		Orange	
Glades		Osceola	
Hendry		Palm Beach	
Highlands		Polk	
Lee		St. Lucie	

9. Attach a listing of all existing disaster related pre-event contracts and firm's capacity and plan for mobilization.

COMPLIANCE DISCLOSURE FORM (Page 3 of 5)

SOLICITATION NO.: 6000000472

10. **BID: All items must be bid for the area(s) where services can be performed.** Respondents shall ONLY list price bid per cubic yard for the one way mileage line provided for each type (Item) of hauling. Prices bid within each Item will be averaged then multiplied by the weight provided. The resulting number for each item will be totaled and the lowest sum shall determine the lowest bid. Rates contained in the rate schedule of the contract shall be the price bid per cubic yard.

FEE SCHEDULE						
ITEM	DESCRIPTION	PRICE	Average	Weight	Factored Bid	
1.	<u>Removal of Vegetative Debris including all stumps from assigned load site to TDSR, including sorting, loading, hauling</u>	Leave all shaded areas blank				
	One Way Miles: 0-15 Miles	\$ _____ /cu. yd.				
	16-30 Miles	\$ _____ /cu. yd.				
	31-60 Miles	\$ _____ /cu. yd.		70%		
2.	<u>Chipping and Hauling chipped debris from the assigned load site to the TDSR, including sorting, loading, hauling</u>	Leave all shaded areas blank				
	One Way Miles: 0-15 Miles	\$ _____ /cu. yd.				
	16-30 Miles	\$ _____ /cu. yd.				
	31-60 Miles	\$ _____ /cu. yd.		10%		
3.	<u>Removal of Construction and Demolition Debris and White Metal Debris from assigned load site to TDSR, including sorting, loading, hauling</u>	Leave all shaded areas blank				
	One Way Miles: 0-15 Miles	\$ _____ /cu. yd.				
	16-30 Miles	\$ _____ /cu. yd.				
	31-60 Miles	\$ _____ /cu. yd.		10%		
4.	<u>Removal of Silt and Sand Deposits from assigned load site to TDSR, including sorting, loading, hauling</u>	Leave all shaded areas blank				
	One Way Miles: 0-15 Miles	\$ _____ /cu. yd.				
	16-30 Miles	\$ _____ /cu. yd.				
	31-60 Miles	\$ _____ /cu. yd.		10%		
Bidder's Firm Name: _____		Total Factored Bid: _____				

Regardless of the county or area where services can be performed, a price must be listed for all 4 items above. Respondent shall be deemed non-responsive to the solicitation requirements if it fails to submit a price for all 4 items above.

COMPLIANCE DISCLOSURE FORM (Page 4 of 5)
SOLICITATION NO.: 6000000472

Upon request by the District and prior to award of a contract, the undersigned Bidder hereby agrees to provide an estimate of the number of jobs that will be created as a result of the work to be performed in accordance with the bid Statement of Work/Specifications.

D. Team Composition Plan

ORGANIZATION STATUS					
Instructions: - Identify below the parties that comprise the business association in this response. - Indicate the type and percentage of work to be performed by the prime contractor or subcontractor(s) - List each party below or identify on a separate sheet and attach to this Team Composition Plan (Plan).					
Business Association	Business Name	Business Address	Business Phone #	Description and Percentage (%) of Work to be Performed by the Prime and Subcontractors	
				Describe Type of Work to be Performed	% of Work
Prime Contractor					
Subcontractor					
Subcontractor					
Subcontractor					
Subcontractor					
Subcontractor					
Joint Venture					
Total Subcontractor Participation			\$ N/A		
Total Contract Amount			\$ N/A		
Total Subcontractor Participation Percentage			%		

COMPLIANCE DISCLOSURE FORM (Page 5 of 5)
SOLICITATION NO.: 6000000472

E. NON COLLUSION CERTIFICATION

The respondent hereby represents and certifies that all statements of fact in the bid/proposal are true and that its bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization nor corporation. Respondent further certifies that the bid/proposal has been prepared independently without collusion, consultation, communication or written agreement with any undisclosed person, partnership, company, association, organization or corporation and has not colluded, conspired, connived or agreed, directly or indirectly, to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair competitive advantage for one or more bidders/proposers over other bidders/proposers. Respondent certifies that no more than one (1) bid as Prime Contractor for the Project described in Part 4 of the RFB will be submitted from the respondent under the same or a different name and that respondent has no financial interest in another respondent for the same Project. The District will prosecute any violation of this representation to the fullest extent of the law. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid quotation, proposal or other act incidental to doing business with the South Florida Water Management District may result in suspension or permanent debarment if the respondent is placed on the State's Convicted Vendor List. In addition to any other rights or remedies it may have, the District reserves the right to terminate any existing contracts that a respondent has with the District based on the commission of any of the above wrongful acts. These rights may be exercised at any time whenever the commission of any of the above wrongful acts comes to the District's attention even if this occurs after award of a contract to the respondent.

Respondent acknowledges and understands that all five (5) pages of this Compliance Disclosure Form must be complete, attached to the bid and timely filed and signed by a representative with authority to bind the firm or the respondent will be deemed non-responsive to the requirements of this solicitation.

Name and Title of Individual Authorized to Bind the Respondent:

Name

Title

Signature

Date

PART 4
STATEMENT OF WORK
EMERGENCY DEBRIS HAULING SERVICES
SOLICITATION NO.: 6000000472

1.0 INTRODUCTION

The South Florida Water Management DISTRICT operates and maintains an area which includes sixteen (16) counties from Orlando to Key West. The area covers nearly 18,000 square miles and serves more than 7.5 million people. The primary mission of the DISTRICT is flood control through its network of canals and pump stations. The total system consists of over 1,300 water control structures, 60 pump stations almost 2,600 miles of canal and levees and more than 25 weather stations. The DISTRICT canals, banks, and levees are vulnerable to natural disasters such as hurricanes, tornadoes, flooding, and fires. Such disasters produce a substantial quantity of debris, creating hazardous conditions due to the accrual of the debris which may block waterways and access roads as well as hazardous conditions to the public health, welfare and safety resulting in the disruption of the essential physical and economic life of the community. It is therefore necessary that there be an early, safe and quick response to restoring environmentally safe and economically viable conditions to the disaster affected areas.

2.0 OBJECTIVE

- A. The CONTRACTOR shall provide specific operational equipment, with operators, and laborers for loading and hauling debris generated during a disaster. Debris may include vegetative (including all stumps) debris, construction/ demolition, white metal debris, as well as silt and sand deposits. The DISTRICT will determine what resources will be required for the Emergency Debris Hauling.
- B. The CONTRACTOR shall be familiar with the DISTRICT's Area of Responsibility and the debris removal guidelines of the Federal Emergency Management Agency (FEMA) and Natural Resources Conservation Service (NRCS).

3.0 SCOPE OF WORK

- A. During the forty eight (48) hour planning stage immediately following the all-clear notification from the District's Emergency Operation Center, the DISTRICT will determine what resources will be required for the Emergency Debris Hauling. The CONTRACTOR shall provide specified equipment, with operators and laborers for debris hauling. The CONTRACTOR shall provide, at a minimum, all labor, equipment, tools and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) the following:
 - 1) Three (3) Dump Trucks, 16 cubic yd capacity or greater, with Operator.
 - 2) Three (3) Front-end Loaders, 3-5 yd³ capacity, with Operator.
 - 3) Three (3) Person Laborer Crews with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equipment).
 - 4) One (1) Pickup Truck, One half (1/2) to One (1) Ton, with crew foreman, and cellular phone.
 - 5) Any Self loading machines in lieu of the above equipment (1) and (2) are also acceptable.
 - 6) Any other hauling equipment that meets or exceeds FEMA and District standards in accordance with FEMA Public Assistance Debris Management Guide/ FEMA-325/ July 2007.
 - 7) Respondent must provide (1) a list of all equipment resources owned, (2) photos of the equipment owned by the firm.
- B. The work shall consist of loading and hauling any and all storm related debris as directed by the DISTRICT. The work will include loading the debris, hauling the debris to an approved dumpsite and dumping the debris at the dumpsite. Non-disaster related debris shall not be loaded, hauled, or dumped under this CONTRACT. This work will primarily involve hauling the debris from the DISTRICT's predetermined staging areas.
- C. Disaster-related debris shall be separated into clean vegetative, construction and demolition, white metal, hazardous waste and mixed debris at the load sites. Non-storm related debris shall be left in place, except those items directed by the DISTRICT.

- D. All stumps shall be considered normal vegetative debris regardless of size.
- E. The DISTRICT may specify any eligible debris within the staging areas which should not be removed, or which should be removed at a later time or by others. The CONTRACTOR shall make as many passes through the designated area as required by the DISTRICT. The CONTRACTOR shall not enter onto private property during the performance of this CONTRACT without the approval of the DISTRICT.
- F. The CONTRACTOR is required to receive a DISTRICT certified placard for all hauling containers. All trucks utilized for debris removal/hauling shall be SFWMD certified at the designated DISTRICT location. The DISTRICT will measure and certify all trucks utilized by the CONTRACTOR.
- G. All debris shall be mechanically loaded and reasonably compacted. "Hand Loading" is not permitted under this CONTRACT without the approval of the DISTRICT.

4.0 WORK BREAKDOWN STRUCTURE

A. GENERAL

- 1. Specific site details to this scope of work shall be addressed in the individual work orders that may be issued. Cost shall be based on unit rates contained in the CONTRACT.
- 2. The CONTRACTOR shall provide all management, supervision, labor, machines, tools and equipment necessary to sort, load and haul disaster-generated debris.
- 3. The CONTRACTOR shall coordinate with the DISTRICT and its representatives the loading and hauling of all eligible disaster related debris to the Debris Management Sites (DMS)/dump sites.

B. MOBILIZATION

- 1. The CONTRACTOR shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris hauling operations within forty eight (48) hours following execution of the work order. Debris Removal Work within the DISTRICT will be prioritized by the DISTRICT.
- 2. The CONTRACTOR shall not move/mobilize from one designated work area to another work area prior to receiving authorization from the DISTRICT.

C. DEBRIS REMOVAL

The CONTRACTOR shall:

- 1. Remove any and all "eligible" debris from DISTRICT's debris staging areas, as directed by the DISTRICT. Work will include 1) examining debris to determine whether or not the debris is eligible vegetative, construction and demolition or other debris as defined in the "Definition Section", 2) loading the debris, 3) hauling the debris to an approved dumpsite or landfill and 4) dumping the debris at the dumpsite or landfill. Non-disaster related debris will not be loaded, hauled or dumped under this CONTRACT. Mixed loading of debris shall be kept to a minimum and only with DISTRICT approval.
- 2. Provide debris removal including the loading and hauling of eligible disaster-generated debris to

an approved Debris Management Site (DMS). The CONTRACTOR shall provide all labor, equipment, machines and tools necessary to perform debris removal. The debris shall be sorted at the load site into one of the following categories; vegetative, construction and demolition (C&D), white metal (appliances) and/or hazardous waste at a minimum.

3. Ensure all assigned/eligible debris is removed from the Load Site before moving to other Load Sites. During the Debris Removal process it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue shall be removed from the pavement by the CONTRACTOR.
4. Have their truck loads trimmed by the CONTRACTOR after being loaded in the work area, so that no debris extends beyond the bed in any direction. All loose debris, such as tree limbs, plywood, roofing material shall be reasonably compacted on the hauling vehicle by use of the loading equipment. All debris shall be adequately secured while being transported to the designated DMS/dump sites. This shall include tarps and other mechanical means to ensure no loss of debris. All equipment that is hauling debris to the DMS shall be capable of self-dumping or removing its load without assistance from other equipment.
5. Segregate any hazardous waste that is discovered commingled with the vegetative debris during the implementation of this work. All hazardous material should be placed in a secure area and the DISTRICT representative should be notified immediately. This CONTRACT does not authorize the CONTRACTOR to store, treat or transport hazardous wastes as defined in Title 40 Code of Federal Regulations, Part 261. Hazardous wastes are generally defined as those chemicals or non-vegetative materials that can cause harm to human health or the environment due to their toxic, flammable, corrosive or reactive characteristics. At no time should the activity of segregating this material be conducted in such a manner to present potential harm to any employee or the environment.
6. Remove White Metal Debris by hauling it separately from other debris types. The CONTRACTOR shall take precautions to prevent damage to items containing Freon and various oils and fluids to prevent release of gases and fluids into the environment.
7. Remove inoperable automobiles, trucks, trailers, boats and boat trailers that obstruct or impede debris removal by acceptable and approved towing methods. Removal shall be accomplished without causing further damage to item. Items shall be stored as directed by the DISTRICT. The CONTRACTOR shall notify the DISTRICT and receive approval prior to removal of any personal property.
8. Report non eligible debris such as standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical and communications material to the DISTRICT.
9. Notify the DISTRICT of any situation which poses a health or safety risk to workers on site.
10. Sort mixed debris at the Load Sites if minor amounts of undesirables are present, as determined by the DISTRICT.

D. EQUIPMENT

1. The CONTRACTOR shall provide all labor, equipment, machines and tools necessary to load and haul eligible disaster-generated debris. Equipment should be in good working condition, and if equipment becomes inoperable, it shall be repaired within eight (8) hours or replaced with similar equipment within twenty four (24) hours.
2. All trucks and other equipment provided by the CONTRACTOR must be in compliance with all applicable federal, state, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity and measured and marked for its load capacity. Sideboards or other extensions to the bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two inch (2") by six inch (6") boards or greater and not to extend more than two (2) feet above the metal bed sides. The Debris Removal Officer or their representative must approve all requests for extensions. Equipment will be inspected by the DISTRICT prior to its use by the CONTRACTOR using truck certification forms which shall be provided onsite (See Attachment "C").
3. The CONTRACTOR shall provide a list of all subcontractors for the trucks to the DISTRICT's Representative for review prior to beginning hauling operations.
4. Trucks and other heavy equipment designated for use under this CONTRACT shall be equipped by the CONTRACTOR with two (2) identification signs, one (1) on each side.
5. Prior to commencing debris hauling operations, the CONTRACTOR shall present to the DISTRICT's representative all trucks or trailers that will be used for hauling debris for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with a DISTRICT placard. Each truck or trailer will also be numbered for identification with a DISTRICT placard. Placards from other entities may be accepted if approved from the DISTRICT's Debris Removal Officer and only if the DISTRICT has a signed agreement with that entity.
6. Debris loads from trucks and trailers that have not been measured and placarded by the DISTRICT shall not be accepted at the debris disposal sites.
7. Trucks or equipment which are designated for use under this CONTRACT shall not be used for any other work during the working hours of this CONTRACT as outlined in Section 5.0 below and any subsequent work order issued by the DISTRICT. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated work area during the period of this CONTRACT. Also, the CONTRACTOR's personnel shall not solicit work from private citizens or others with manpower and equipment designated under this CONTRACT.
8. Under no circumstances will the CONTRACTOR mix debris hauled for others with debris hauled under this CONTRACT.
9. Equipment used under this CONTRACT shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment and non rubber tired equipment must be approved by the

Debris Removal Officer or their representative.

10. The CONTRACTOR shall remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids immediately.
11. All equipment left by the CONTRACTOR on the right-of-way unattended shall be parked as far away from the water's edge as possible. Unattended equipment shall be secured in a manner that will prevent its movement by unauthorized personnel. Security of the CONTRACTOR's equipment and tools is the sole responsibility of the CONTRACTOR.

E. MEASUREMENT

1. The CONTRACTOR shall make available all of the vehicles that will be used for hauling operations within forty eight (48) hours of the issuance of the work order. The DISTRICT will measure and certify the cubic yard capacity of the vehicles that the CONTRACTOR will use during the hauling operations.
2. Measurement for debris removed will be by the cubic yard as determined through truck and trailer measurement. Partial loads will be adjusted down by visual inspection by the DISTRICT. Load measurements will be documented on Load Tickets. An example of a Load Ticket is provided in Attachment "A".
3. Haul miles will be based on radiuses from the assigned DMS site to load zone. If the radius line crosses a portion of a zone the entire zone will be assigned the shortest distance to the DMS site. The mileage measurements will not be based on actually driving distances.

F. HAZARDOUS WASTE SPILLS

1. The CONTRACTOR shall report to the DISTRICT and clean up all hazardous materials or waste spills caused by the CONTRACTOR's operations at no additional cost to the DISTRICT.
2. Immediate containment actions shall be taken by the CONTRACTOR as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.
3. Spills shall be reported by the CONTRACTOR to the Florida Department of Environmental Protection (FDEP) and/or appropriate agency – State Warning Point and the DISTRICT immediately following discovery. The State Warning Point is a twenty four hour (24) number (800/320-0519 & 850/413-9911) operated by the Florida Division of Emergency Management in Tallahassee. This is the notification number for reportable incidents. Upon receipt of a notification, they notify the DEP's Bureau of Emergency Response and local program as needed.
4. A written follow-up report shall be submitted to the DISTRICT no later than seven (7) days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:
 - a. Description of the material spilled (including identity, quantity, manifest number).
 - b. Determination as to whether or not the amount spilled is EPA/FDEP and/or appropriate agency reportable, and when and to whom it was reported.
 - c. Exact time and location of spill, including description of the area involved.
 - d. Receiving stream or waters.

- e. Cause of incident and equipment and personnel involved.
- f. Injuries or property damage.
- g. Duration of discharge.
- h. Containment procedures initiated.
- i. Summary of all communications the CONTRACTOR has had with press, agencies, or Government officials other than the DISTRICT.
- j. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

G. LOAD TICKETS

1. Load tickets will be used for recording volumes of debris removal. (See Attachment "A").
2. Each ticket shall be supplied by the DISTRICT and contain at the least the following information:
 - a. Ticket Number
 - b. Contract Number
 - c. Date
 - d. Contractor Name
 - e. Driver information
 - f. Odometer reading
 - g. Site Departure Time
 - h. Dump Arrival Time
 - i. Debris Classification
 - j. Debris Quantity
3. Load tickets will be issued by a DISTRICT debris monitor or the DISTRICT's representative prior to departure from the loading site. The monitor will keep one copy of the ticket, and the remaining copies of the load ticket to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the three copies to the DISTRICT's debris monitor or the DISTRICT's representative at the dumpsite, the monitor will validate, retain the DISTRICT and disposal site copies and give two copies to driver for the CONTRACTOR's records, (one copy for the driver and one copy for the prime).
4. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
5. All work shall be accomplished in a safe workmanlike manner.

H. DUMPSITES

1. The CONTRACTOR shall use only debris dumpsites designated by the DISTRICT unless otherwise approved by the DISTRICT.
2. The CONTRACTOR shall haul non-burnable debris to the site designated for non-burnable debris and burnable debris to the burn site designated.
3. The dumpsite operator shall direct all dumping operations. The CONTRACTOR shall cooperate with the dumpsite operator to facilitate effective dumping operations.
4. The DISTRICT makes no representations regarding the turn-around time at the dumpsites.

5.0 WORK SCHEDULE

- A. The CONTRACTOR shall provide an interim work schedule within forty eight (48) hours and a final plan within seventy two (72) hours following execution of a work order. This plan should include a plan for subcontracting activities (if applicable), number of hauling units and personnel and a safety action plan for all operations.
- B. Daily reporting is required with updates on the scheduled activities. This reporting shall include the following: name of the CONTRACTOR, number of trucks in use, number of loading equipment and number of personnel working. The report shall include daily and cumulative to date statistics on the number of truckloads, the number of cubic yards of debris hauled, the locations of completed work and the location(s) of current work. The cumulative and daily statistic totals for each debris type shall be reported separately to the DISTRICT's Debris Manager. An example of a Daily Load Verification Report is provided in Attachment "B".
- C. The CONTRACTOR shall work, at minimum, a ten (10) hour day seven (7) days a week during the initial removal phase if so directed in the work order. The CONTRACTOR will be required to work, at minimum, a ten (10) hour day six (6) a week during the remaining debris removal passes; the DISTRICT reserves the right to extend or reduce the hours and days of operation during the CONTRACT period. The workday shall be conducted during daylight hours unless otherwise directed by the DISTRICT. The CONTRACTOR may work more than ten (10) hours per day if desired and approved by the DISTRICT. The CONTRACTOR shall coordinate with the DISTRICT and its representatives and DMS site CONTRACTORS to establish the work hours and to develop schedules.
- D. The project duration (completion date) will be established during the initial forty eight (48) hour planning period following work order execution.
- E. Services under this CONTRACT shall be performed by the CONTRACTOR in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care and in accordance with the standard practices of the specified profession.

6.0 PERFORMANCE SCHEDULE

- A. The CONTRACTOR shall commence work immediately upon issuance of an executed work order with a forty eight (48) hour planning period with a DISTRICT representative. Hauling shall begin on the agreed upon date per the agreed upon plan by the DISTRICT and CONTRACTOR.
- B. The CONTRACTOR shall, with the DISTRICT's direction, provide a work plan showing where operations will begin and which debris staging areas will be cleared on a two (2), seven (7) and fourteen (14) day projection. The plan shall be updated every two (2) days.
- C. Maximum allowable time for completion will be one hundred twenty (120) calendar days, unless otherwise specified or the DISTRICT initiates additions or deletions to the work order(s) by written revisions.

7.0 ON- SITE COORDINATION AND COMMUNICATIONS

- A. Work activity onsite for the DISTRICT will be prioritized by the DISTRICT. The CONTRACTOR shall be prepared to respond within the framework of the established schedule to priorities as they are established by the DISTRICT.

- B. Many Government agencies may be working in the area; however, the DISTRICT's Debris Manager will coordinate and direct the operations of the CONTRACTOR to remove the DISTRICT's debris. The CONTRACTOR shall only take direction from the DISTRICT or its authorized representative(s).
- C. The CONTRACTOR shall provide a project manager to oversee the work. The CONTRACTOR's project manager will be required to attend daily project meetings with the DISTRICT for the duration of the work or as required by the DISTRICT's site manager.
- D. The CONTRACTOR shall provide sufficient field supervision for all assigned activities. The CONTRACTOR shall provide a minimum of one (1) field supervisor whom shall be onsite at all times. The DISTRICT may require additional field supervisors for larger hauling operations or multiple ongoing operations.
- E. The CONTRACTOR shall provide the DISTRICT with an updated list of all subcontractors including phone numbers of contact personnel.
- F. The CONTRACTOR shall provide at least one (1) field supervisor with excellent oral and written communications skills. The CONTRACTOR must have a means to communicate with all its workers.
- G. Discovery by the CONTRACTOR of human or animal remains shall be immediately reported to the DISTRICT.

8.0 SAFETY

PERSONNEL

1. All safety on or off the job site shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall be responsible for protecting and safeguarding its employees and the general public in connection with the work and job site. The DISTRICT shall not be responsible for safety on or off the job site. The DISTRICT's on-site observations or inspections shall be only for the purpose of verifying that the work is being conducted in accordance with the CONTRACT. The DISTRICT's on-site observations or inspections are not for safety on or off the job site.
2. The CONTRACTOR shall provide and ensure employees wear protective clothing, safety shoes, hard hats, eye protection, ear (noise) protection, fluorescent safety vests and any other items required by laws, regulations, ordinances, and / or manufacturers' instructions for materials and equipment. For identification purposes, the CONTRACTOR shall require all on-site employees to wear uniforms clearly identifying the company name and telephone number.
3. The CONTRACTOR shall ensure that at all times during the course of the work that there is a minimum crew size of three (3) persons (each person to be qualified to perform the required tree services) with one (1) supervisor with excellent oral and written communications skills per crew.
4. The CONTRACTOR shall have on site at all times, appropriate first-aid kits in accordance with ANSI - Z 308.1 - 1998. One kit shall be located in each truck.

5. The CONTRACTOR at a minimum shall have on-site and in good working condition at all times, a capable communication system consisting of a two-way radio and/or cellular phone.

9.0 WEATHER

The completion of this work is crucial to ensuring that the DISTRICT be able to move water freely after a storm event. Equally important is the full, unabated access of the entire right of way for emergency operations and/or inspection prior to, during and after a storm event. Therefore, the CONTRACTOR must remain apprised of all weather conditions that may affect the DISTRICT's jurisdiction while performing work identified under an executed work order. If a major storm event is forecast to affect the DISTRICT or if the DISTRICT goes into Increased Readiness Condition (per Emergency Operational procedures), the CONTRACTOR shall clear the site of all-excess debris and equipment as directed by the DISTRICT. When the DISTRICT goes into Condition Three, which indicates that a major storm event is imminent, the CONTRACTOR will immediately remove any and all equipment and debris generated by his work from the right of way. If, after notification by the DISTRICT that the DISTRICT is in Condition Three, and the CONTRACTOR appears to be unable to clear the right of way prior to a storm event, the DISTRICT reserves the right to seek assistance from additional CONTRACTOR(s), to ensure that the right of way is clear prior to the storm. Solely at the discretion of the DISTRICT, additional costs incurred in securing the right of way may be charged to the CONTRACTOR in the form of deductions from subsequent invoices.

10.0 ENVIRONMENTAL SAFETY

It shall be the CONTRACTOR's responsibility during hauling practices to implement procedures that avoid water pollution in excess of what is acceptable to the DISTRICT and Florida Department of Environmental Protection. CONTRACTOR's compliance with DISTRICT and Department of Environmental Protection Regulations or any other regulatory agency regulations shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The CONTRACTOR shall provide Material Service Data Sheets (MSDS) to the DISTRICT on all applicable materials before applying.

11.0 TRAFFIC CONTROL- MAINTENANCE OF TRAFFIC (MOT)

- A. The use of public streets and roads shall be such as to provide a minimum inconvenience to the public and to other traffic. All materials spilled from the CONTRACTOR's operation onto the streets and roads shall be cleaned daily by the CONTRACTOR, to the satisfaction of the DISTRICT.
- B. An approved MOT Plan from the Florida Department of Transportation shall be required if and when work is being performed by the CONTRACTOR that impacts roadways. The approved MOT Plan shall be on-site prior to and during the entire operation. The CONTRACTOR shall ensure that a "Certified Worksite Traffic Supervisor" is present to direct the initial setup of the traffic control plan, is available on a twenty four (24) hour basis, participates in all changes to traffic control and reviews the project on a daily basis. The MOT plan shall conform to the latest editions of the Florida Department of Transportation (FDOT) Design Standards 600 Series and the Manual on Uniform Traffic Control Devices (MUTCD). An approved MOT Plan and a copy of the permit, if issued, must be on-site at all times. The MOT is valid for the duration of the permit or completion of the work, whichever comes first. Once the MOT is approved by the DISTRICT, the permittee shall be solely responsible for the installation and maintenance of the approved work zone traffic control devices throughout the length of the work order.
- C. The CONTRACTOR shall be solely responsible for control of pedestrian and vehicular traffic in the designated working area(s). The CONTRACTOR shall provide all flag persons, signs, equipment and

other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this CONTRACT. At a minimum, one (1) flag person shall be posted by the CONTRACTOR at each entrance to the work area to direct traffic. Work shall be accomplished in a safe manner in accordance with EM 385-1-1. Please see: <http://www.usace.army.mil/CESO/Pages/EM385-1-1.aspx>.

- D. The CONTRACTOR shall be solely responsible for traffic control during operations performed by the CONTRACTOR's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
- E. The CONTRACTOR must be qualified and provide the DISTRICT with copies of certifications to conduct traffic control operations on roads.
- F. The foregoing requirements are to be considered as minimum and the CONTRACTOR's compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

12.0 INGRESS AND EGRESS (ACCESS AREAS)

The CONTRACTOR understands all access is to be from DISTRICT right of way or with DISTRICT approval on property owned by third parties. If access through third party owned property is necessary to access DISTRICT right of ways, a right of entry form must be utilized by the CONTRACTOR and approval from DISTRICT shall be required. The CONTRACTOR shall use due diligence to obtain and abide by all special conditions or limitations on access required by the property owners. The CONTRACTOR will not enter upon any of the lands nor commence work thereon until the DISTRICT issues a written Notice to Proceed. Areas disturbed by the CONTRACTORs work operations shall be returned to like conditions, which may include but not be limited to: filled, re-graded, sodded, seeded, patched, repaired and/or replaced as directed by the DISTRICT.

13.0 PROPERTY PROTECTION

- A. The CONTRACTOR shall be responsible for all damage or injury to person or property in the course of his work.
- B. The CONTRACTOR shall preserve and protect all existing structures, infrastructures, vegetation on or adjacent to the work. The CONTRACTOR's responsibility for protection against damage shall include, but is not limited to, providing protection from vehicles, providing warning signs and barricades as might be necessary.
- C. The CONTRACTOR shall repair, restore and replace all property, which becomes damaged as a result of any activity by the CONTRACTOR or his employees. Such repairs shall include but not be limited to; filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the CONTRACTOR's equipment during debris removal. The CONTRACTOR shall also repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, culverts, culvert markers, signs, fence, gates, irrigation lines or other property caused by the CONTRACTOR's equipment or personnel. Coordination of repairs shall be made with the DISTRICT Project Manager. The CONTRACTOR shall immediately report and attempt to repair or replace with like materials all damaged items on the same day, which the damage occurred. The CONTRACTOR shall contact the person(s) making claim(s) regarding damages within forty eight (48) hours of receiving said claim and information such as method of repair and timeline for completion shall be discussed. The CONTRACTOR shall provide the DISTRICT with a weekly report outlining the status of all damage concerns.

14.0 CHANGES IN THE WORK

- A. The CONTRACTOR shall not proceed with any changes or additional work until a written work order revision has been issued and properly executed by the DISTRICT. Any work performed by the CONTRACTOR prior to execution of a work order revision may not be compensated for.
- B. No separate and /or additional compensation will be granted to the CONTRACTOR because of any unusual difficulties which may be encountered in the execution of any portion of the work.

15.0 ON-SITE OBSERVATIONS AND INSPECTIONS / COMPLETION

- A. The CONTRACTOR shall coordinate all on-site observations or inspections with the DISTRICT.
- B. Upon written notification from the CONTRACTOR of the substantial completion of the work, the DISTRICT, along with other designated appropriate parties, shall make an inspection within forty eight (48) hours after the written notice is received by the DISTRICT. If all work has been completed to the DISTRICT's satisfaction and in accordance with the work order, such inspection shall constitute the final inspection. The CONTRACTOR shall be notified of final acceptance as of the date of the final inspection.
- C. If, however, the substantial completion inspection discloses any work, in whole or in part, as being unsatisfactory then final acceptance shall not be given to the CONTRACTOR. The DISTRICT shall give the CONTRACTOR the necessary instructions and or punch-list items to the CONTRACTOR for correction.
- D. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the work order, including any and all punch-lists which may be issued outlining certain items of work which were found unsatisfactory or require completion or corrective action by the CONTRACTOR.
- E. Final acceptance shall not be given to the CONTRACTOR until all work provided for and indicated in the work order is inspected by the DISTRICT and found to be acceptable.

16.0 QUALITY ASSURANCE

The DISTRICT Project Manager shall have the right, during any phase of the CONTRACTOR's work operations, to reject any and all work and materials that do not meet the requirements of the work order. Rejected work and/or materials shall be immediately removed from the project area by the CONTRACTOR and replaced with acceptable work and material.

17.0 DEFINITIONS

- A. Clean Vegetative Debris: Tree and landscaping debris free of treated lumber, plastic, household hazardous waste, construction and demolition debris.
- B. Mixed Debris: Vegetative Debris that has been mixed with construction and demolition debris or other materials at the load site prior to removal.
- C. Construction and Demolition (C&D) Debris: Debris generated by building materials, including but not limited to fencing, roofing, lumber, drywall, carpeting, plastic and glass. Generally anything other than vegetative and hazardous wastes debris.
- D. White Metal Debris: Household and industrial appliances, including but not limited to refrigerators, stove, dishwashers.
- E. Hazardous Waste: Household Hazardous Waste (HHW), Hazardous or Toxic Waste (HTW) and Industrial Waste (IW) defined as any waste or combination of wastes of a solid, liquid, contained gaseous, or semisolid form which because its quantity, concentration or physical, chemical or infectious characteristics may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.
- F. Ineligible Debris: Debris that is not reimbursable by FEMA or NRCS, such as unauthorized debris from private property, state and city roads, or not generated as a result of the disaster. Ineligible debris may include but is not limited to standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical and communications material.
- G. Hand Loading: Debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.

ATTACHMENT "A" **EXAMPLE OF LOAD TICKET**



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Disaster Recovery

LOAD TICKET

No. 1000

Prime Contractor:		Date:
Sub-Contractor:		
Driver's Name:		
Truck License Number:		
Truck Certification Number:		
Measured Bed Capacity (cubic yards):		
Loading Site Location (street or intersection, canal, city, county):		
Debris Classification: (check one)		
☐ Vegetative/Woody	☐ C&D	☐ White Goods ☐ Mixed
☐ Other (specify) _____		
Loading Site Departure Time:	Odometer Reading:	
Loading Site Monitor (print name):		
Signature: _____		
Disposal Site Location:		
Disposal Site Arrival Time:	Odometer Reading:	
Measured Bed Capacity X % Loaded = Volume Hauled (CY)		
_____ (CY) x _____ % = _____ (CY) Total		
Disposal Site Monitor (print name):		
Signature: _____		
Notes:		
Note Trip miles and/or Tons if applicable:		

White – Load Site

Green – SFWMD

Canary – Disposal Site

Pink – Contracting Agency

Goldenrod – Driver

ATTACHMENT "B"
DAILY LOAD VERIFICATION REPORT

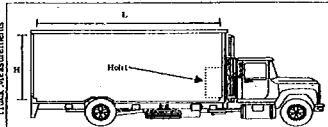
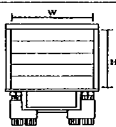
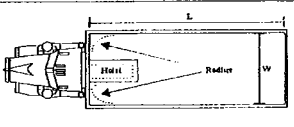
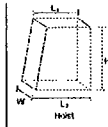
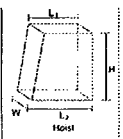
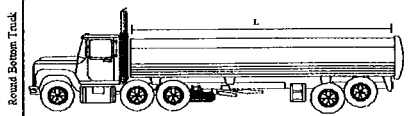
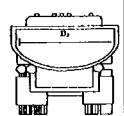
DEBRIS REMOVAL – DAILY LOAD VERIFICATION REPORT				
CONTRACTOR:		DMS LOCATION:		DATE:
Truck No.		Capacity	C.Y. Total	COMMENTS
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
TOTAL CUBIC YARDS:				

Monitor's Name: _____ (Please Print Name)
CONTRACTOR Agent's Name: _____ (Please Print Name)

ATTACHMENT "C" **SAMPLE TRUCK CERTIFICATION FORM – PAGE 1**

TRUCK CERTIFICATION FORM			
General Information			
	Applicant:	Monitor:	
	Contractor:	Date:	
	Measurement Location:	County:	
	Declaration Number:		
Truck Information			
Make	Year	Color	License
Truck Measurements			
Performed By:		Date:	
Volume Calculated By:		Date:	
Both Checked by:		Date:	
Driver Information			
Name:			
Address:			
Phone Number:			
Owner Information			
Name:			
Address:			
Phone Number:			
 Truck Identification		 Truck Capacity	
 Photo			

ATTACHMENT "C" **SAMPLE TRUCK CERTIFICATION FORM – PAGE 2**

TRUCK CERTIFICATION FORM			
DUMP TRUCK			
Measurements Truck Measurements Length (L) = Width (W) ft = Height (H) ft = Hoist Measurement Length₁ (L₁) ft = Length₂ (L₂) ft = Width_H (W_H) ft = Height_H (H_H) ft = Radius Radius ft = Height (H) =			
Calculations Bed Volume (Basic) $(L \times W \times H) / 27 =$ cyd Hoist Volume $((L_1 + L_2 / 2) \times W_H \times H_H) / 27 =$ cyd Radius Volume $(3.14 \times R^2 \times H) / 27 =$ cyd Cubic Yards Total = cyd			
   			
EXTRA TRAILER			
Measurements Truck Measurements (Basic) Length (L) = Width (W) ft = Height (H) ft = Hoist Measurement Length₁ (L₁) ft = Length₂ (L₂) ft = Width_H (W_H) ft = Height_H (H_H) ft = Radius Radius ft = Height (H) =			
Calculations Bed Volume (Basic) $(L \times W \times H) / 27 =$ cyd Hoist Volume $((L_1 + L_2 / 2) \times W_H \times H_H) / 27 =$ cyd Radius Volume $(3.14 \times R^2 \times H) / 27 =$ cyd Cubic Yards Total = cyd			
  			
ROUND BOTTOM TRUCK			
Measurements Truck Measurements Length (L) ft = Diameter (D) ft =			
Calculations Approx. Volume $(3.14 \times (D/2)^2 \times L) / 27 =$ cyd (round bottom portion only)			
  Cubic Yards			

PART 5
SMALL BUSINESS ENTERPRISE (SBE)
PROGRAM
GUIDELINES AND INFORMATION

The **DISTRICT's** Small Business Enterprise (SBE) Program is designed to help small businesses, including those owned by women and minorities, to participate in **DISTRICT** procurement and contract activities. The purpose of the program is to spur economic development and support small businesses, including women-owned and minority-owned businesses, to successfully expand in the marketplace. **Certain pre-bid requirements are defined herein. Failure to comply with these requirements or to submit any of the information required herein shall result in a finding that the Bid is non-responsive and will result in rejection of the Bid.**

5.1 *SBE Rule*

The **DISTRICT** has implemented Chapter 40E-7, Part 6, F.A.C., the "Small Business Enterprise Contracting Rule" ("SBE Rule"). The provisions of the Rule shall apply to all competitive solicitations for commodities, construction, professional and other contractual services and any resulting contract documents including change orders, and amendments.

5.2 *Minimum Goal*

The DISTRICT has established a minimum SBE participation goal for this solicitation. The Bid shall either meet the established SBE goal, or be deemed non-responsive.

5.3 *Submission of SBE Subcontractor Utilization Plan*

Any participation by firms not certified with the **DISTRICT** at the time of Bid submission will not count towards SBE goal attainment. Bidders are strongly encouraged to contact the **DISTRICT's** Small Business Enterprise Section at (561) 682- 6446 well in advance of the date set for receipt of Bids to allow sufficient time for review and determination of SBE eligibility and certification.

- A.** Bidders shall identify all SBE firms which will be used as subcontractors in this Procurement. The Bid must contain proof that each firm to be utilized as a SBE prime or subcontractor is certified as a **DISTRICT** SBE. Each subcontractor and prime shall be listed in the SBE Subcontractor Utilization Plan (as defined below) and shall be submitted with the Bid. The listing of SBE's in the SBE Subcontractor Utilization Plan attached with each Bid shall constitute the Bidder's

representation to the **DISTRICT** that the SBE firms are technically and financially qualified and available to perform the assigned work. **Failure to provide complete and accurate information shall result in the Bid being deemed non-responsive.**

The SBE Subcontractor Utilization Plan shall consist of the following documentation which must be attached to the Bid:

1. The *Statement of Intent to Perform as a SBE Subcontractor* form, which confirms (1) the intent of the prime to establish a business relationship with each SBE subcontractor; and (2) the SBE participation percent. **One form must be completed and signed by each proposed SBE subcontractor.** The form Bidders must use to fulfill this requirement is attached to this solicitation.
2. The *SBE Subcontractor Participation Schedule* form, which identifies all SBE firms which will be utilized as subcontractors, delineates the specific elements of work each SBE firm will be responsible for performing, and identifies the dollar value of the SBE work as a percentage of the total contract value. The form Bidders must use to fulfill this requirement is attached to this solicitation.
3. *Proof of certification.* Provide proof that each proposed firm to be utilized as an SBE prime or subcontractor is certified by the **DISTRICT**.

5.4 *Bid Equalization (if applicable – see RFB Cover Page)*

Pursuant to the **DISTRICT's** SBE Rule, Bid Equalizations may be used by the **DISTRICT** to increase the participation of available SBE's in competitive contracting activity by creating a more level playing field when bids are submitted to the **DISTRICT**.

The maximum Bid Equalization percent shall be determined by the estimated contract value and the dollar ranges as defined below. For solicitations where it is determined by the **DISTRICT** to use bid equalizations, the **DISTRICT** shall implement a one percent (1%), five percent (5%) and ten percent (10%) maximum Bid Equalization. In cases where the adjusted lowest SBE firm's responsive and responsible Bid does not exceed the lowest non SBE firm's unadjusted responsive and responsible Bid by the Bid Equalization percentage, the award shall be made to the lowest responsive and responsible SBE firm. Below is an example of Bid Equalization:

Bid Equalization Example using 10% as Incentive Bonus

<u>Bid Incentive example</u>	<u>Lowest Non-Certified Firm</u>	<u>Lowest Certified SBE Firm</u>
<u>Bid</u>	<u>\$100,000</u>	<u>\$103,000 *</u>
<u>Bid Equalization (10%)</u>	<u>-0-</u>	<u><\$10,300></u>
<u>Tabulation</u>	<u>\$100,000</u>	<u>\$92,700</u>
<u>Note:</u> <u>*In this example, the DISTRICT will pay the \$103,000 award, with the difference between the \$100,000 bid and the \$103,000 bid, being the cost the DISTRICT is willing to incur to advance the SBE Program commitment.</u>		

NOTE: Bid Equalization shall not apply to **DISTRICT** Procurements identified as Sheltered Market (see paragraph 1.05 below) or when all bids received are from SBE firms.

5.5 Sheltered Market (if applicable – see RFB Cover Page)

Pursuant to the **DISTRICT's** SBE Rule, the **DISTRICT** shall provide for Sheltered Markets. Sheltered Markets allow for only SBE firms to bid on designated solicitations. Sheltered Market shall be used by the **DISTRICT** to increase the participation of available SBE's in competitive contracting activity; thereby increasing the capacity and expertise of SBE firms. The **DISTRICT** shall be guided to select sheltered market solicitations by selecting industries in

which small businesses have usually not had an opportunity to compete.

5.6 – SBE Compliance and Substitution

The contractual provisions that will apply in the event of a contract award are delineated in Article 10 of the Sample Contract attached to this solicitation. The following is an excerpt of key aspects of Article 10.

A. Compliance. The **DISTRICT** shall monitor and evaluate compliance with the provisions of the SBE Rule. During the term of any subsequent contract, the **CONTRACTOR** shall comply with all SBE plans made in its bid. Compliance for use of SBE's shall include tasks and proportionate dollar amounts throughout the term of the contract, including amendments and change orders. After **CONTRACT** execution, the **CONTRACTOR** shall maintain the level of SBE participation established in the **CONTRACT**. Failure to comply with the SBE requirements of an awarded **CONTRACT** can result in the **DISTRICT** enforcement any of the compliance provisions in the Rule and the attached sample contract.

B. SBE Substitution. The **CONTRACTOR** must contact the **DISTRICT's** Small Business Enterprise when the need to replace an SBE subcontractor occurs. The **CONTRACTOR** must submit to the **DISTRICT's** SBE Section an **updated** version of the following:

1. *SBE Subcontractor Participation Schedule form*
2. *Statement of Intent to Perform as an SBE Subcontractor form*

SOLICITATION NO.: 6000000472

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SBE SUBCONTRACTOR PARTICIPATION SCHEDULE

Contract #	Date Submitted
Project Name & Location	Project Start Date
Bidder/Proposer	Address
Contact Person	Telephone # Fax #

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
Total Participation					100%	\$0.00
Total Contract						\$0.00

The listing of a SBE shall constitute a representation by the bidder/proposer to the District that the bidder/proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

I certify that the above information is true to the best of my knowledge:

Bidder/Proposer Signature
Title
Date

Form 0955 (07/2005)

South Florida Water Management District

STATEMENT OF INTENT TO PERFORM AS A SBE SUBCONTRACTOR

SOLICITATION NO. 6000000472

Contract No. _____

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

_____ agrees to perform work on the above contract as (check one):
(Name of SBE Subcontractor) ☐ a partnership; ☐ a corporation; ☐ an individual; ☐ a joint venture.

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with _____

(Name of Bidder/Proposer)

Item No.	Type of Work	Agreed Price (For CCNA, Agreed Percentage)	% of Work
1		\$	%
2		\$	%
3		\$	%
TOTAL VALUE OF WORK		\$	%

SBE Subcontractor Signature

Title

Date

Bidder/Proposer Signature

Title

Date

EXHIBIT “H”

INSURANCE REQUIREMENTS

In accordance with Article 5 of this **CONTRACT**, the information listed in this Exhibit “H” defines the various types and limits of insurance the **CONTRACTING PARTY** is required to maintain during performance of work identified under the applicable Statement of Work for the term of this **CONTRACT**.

Unless otherwise specified, the DISTRICT shall be named and included as an additional insured under all required insurance policies, excluding workers’ compensation and professional liability. The DISTRICT shall also be identified as the certificate holder on all certificates of insurance. The general liability, automobile liability and all other coverages, as appropriate, shall be no more restrictive than the latest editions of the Insurance Services Office (ISO).

Each line of coverage and specific endorsements are the types of insurance required. The minimum limit of insurance required is also identified. The limit is “per occurrence”, combined single limit for personal injury, bodily injury and property damage. The **DISTRICT** may require a separate project aggregate depending on the type of work being performed. The applicable Contract Number and designated Contract Administrator identified on the cover page of this **CONTRACT** shall also be specified on the Certificate.

South Florida Water Management District is to be named as Additional Insured for General Liability and Auto Liability Coverage. When the contract requires aircraft and/or environmental Impairment Liability, the South Florida Water Management District is to be named as an Additional Insured for those items also.

GENERAL LIABILITY	3,000,000	SFWMD Additional Insured
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COMPREHENSIVE FORM
OCCURRENCE FORM
PREMISES / OPERATIONS
DELETE XCU EXCLUSION
PRODUCTS / COMPLETED
CONTRACTUAL
INDEPENDENT CONTRACTORS
BROAD FORM PROPERTY
DEMOLITION
POLLUTION

AUTOMOBILE LIABILITY	1,000,000	SFWMD Additional Insured
ANY AUTO OWNED		

WORKERS COMPENSATION & EMPLOYER’S LIABILITY (Note: Workers Compensation Exemption not accepted)

Coverage:	Statutory
Limit:	\$100,000 each accident
	\$100,000 disease-each employee
	\$500,000 disease policy limit

ENVIRONMENTAL IMPAIRMENT LIABILITY	1,000,000
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The attached Certificate of Insurance Form is preferable to the District, however the Acord Form is acceptable.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SAMPLE CONTRACT

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS CONTRACT WITH: Name: _____ Address: _____ Project Manager: _____ Telephone No: _____ Email: _____ Hereinafter referred to as: _____	This number must appear on all Invoices and Correspondence Contract 460 SBE PARTICIPATION: 25%														
PROJECT TITLE: EMERGENCY DEBRIS HAULING SERVICES															
The following Exhibits are attached hereto and made a part of this CONTRACT: <table style="width: 100%;"> <tr> <td style="width: 50%;">Exhibit "A" - Special Provisions</td> <td style="width: 50%;">Exhibit "H" - Insurance Requirements</td> </tr> <tr> <td>Exhibit "B" - General Terms and Conditions</td> <td>Exhibit "I" - Work Order Form</td> </tr> <tr> <td>Exhibit "C" - Statement of Work</td> <td>Exhibit "J" - Not Applicable</td> </tr> <tr> <td>Exhibit "D" - Payment and Deliverable Schedule</td> <td>Exhibit "K" - Liquidated Damages</td> </tr> <tr> <td>Exhibit "E" - Subcontractor Utilization Report</td> <td>Exhibit "L" - Not Applicable</td> </tr> <tr> <td>Exhibit "F" - Final Subcontractor Utilization Report</td> <td>Exhibit "M" - Not Applicable</td> </tr> <tr> <td>Exhibit "G" - Not Applicable</td> <td></td> </tr> </table>		Exhibit "A" - Special Provisions	Exhibit "H" - Insurance Requirements	Exhibit "B" - General Terms and Conditions	Exhibit "I" - Work Order Form	Exhibit "C" - Statement of Work	Exhibit "J" - Not Applicable	Exhibit "D" - Payment and Deliverable Schedule	Exhibit "K" - Liquidated Damages	Exhibit "E" - Subcontractor Utilization Report	Exhibit "L" - Not Applicable	Exhibit "F" - Final Subcontractor Utilization Report	Exhibit "M" - Not Applicable	Exhibit "G" - Not Applicable	
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SUBMIT INVOICES AND NOTICES TO THE DISTRICT AT: South Florida Water Management District Attention: Procurement Department - Notices 3301 Gun Club Road West Palm Beach, Florida 33406 Attention: Accounts Payable - Invoices P.O. Box 24682 West Palm Beach, FL 33416-4682	SUBMIT NOTICES TO THE CONTRACTOR AT: <u>Attention:</u> _____														
IN WITNESS WHEREOF, the authorized representative hereby executes this CONTRACT on this date, and accepts all Terms and Conditions under which it is issued.															
CONTRACTOR NAME Accepted By: _____ Signature of Authorized Representative Title: _____ Date: _____	SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD Accepted By: _____ Jessica J. Flathmann, Procurement Director Date: _____ <table style="width: 100%;"> <tr> <td style="width: 50%;"> SFWMD OFFICE OF COUNSEL APPROVED By: _____ </td> <td style="width: 50%;"> Date: _____ DATE: _____ </td> </tr> <tr> <td> SFWMD PROCUREMENT APPROVED By: _____ </td> <td> DATE: _____ </td> </tr> </table>	SFWMD OFFICE OF COUNSEL APPROVED By: _____	Date: _____ DATE: _____	SFWMD PROCUREMENT APPROVED By: _____	DATE: _____										
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EXHIBIT "A"
SPECIAL PROVISIONS

The purpose of this Exhibit "A" is to delineate any and all changes, deletions and/or additions to the Exhibit "B" General Terms & Conditions. In the event of any conflict between this Exhibit "A" and any other provision specified in this Contract, this Exhibit "A" shall take precedence.

1. Article 1.1.1 is deleted and restated as follow:

“The actual services required and not-to-exceed consideration for providing such services shall be detailed in individual Work Order(s) or Purchase Order(s) to this **CONTRACT**, sample(s) of which are attached as Exhibit “I” and made a part of this **CONTRACT**. The **DISTRICT** shall have the option to issue either Work Order(s) or Purchase Order(s) or both under this **CONTRACT**. All references to Work Order(s) throughout the **CONTRACT** shall be interpreted to mean work Order(s) or Purchase Order(s). The **DISTRICT’S** Project Manager shall issue Work Order(s) for specific locations and specific dollar amounts based on the amount to be paid as identified in Exhibit “L” attached hereto and made a part of this **CONTRACT**. The not-to-exceed amount for each authorized Work Order issued hereunder shall be the only basis for consideration by the **DISTRICT**. No payment shall be made for work that has not been authorized **in writing** from the **DISTRICT**. No work shall commence prior to receipt of an executed Work Order. The **DISTRICT** does not guarantee or represent that any minimum number of Work Orders for any dollar amount will be issued as a result of this **CONTRACT**. The **CONTRACTOR** shall not make any written alterations to the Work Order. Upon signing the Work Order the **CONTRACTOR** will be bound by the conditions contained within that Work Order unless modified, in writing, by the **DISTRICT**. In the event the **CONTRACTOR** fails to perform, the **DISTRICT** retains the right to hire an additional **CONTRACTOR** if necessary to satisfy **DISTRICT** requirements.”

2. Article 1.1.2 (d) is hereby added:

“(d) The **CONTRACTOR** will self-perform a minimum of sixty percent (60%) of the **CONTRACT** work. In the event the **CONTRACTOR** cannot perform a minimum of sixty percent (60%) of the **CONTRACT** work the **CONTRACTOR** will submit to the **DISTRICT** in writing a Work Reduction Plan (the “Plan”) to support a reduction in the sixty percent (60%) work requirement to allow the subcontractors to perform in accordance with the **DISTRICT** approved Plan. The **DISTRICT** shall have the right, in its sole and absolute discretion, to approve or reject **CONTRACTOR’S** request for the sixty percent (60%) Plan.”

3. Article 1.5 is deleted and restated as follows:

“Should the services provided by the **CONTRACTOR** fail to meet the expectations of the **DISTRICT’S** Project Manager, the **CONTRACTOR** shall have a period of two (2) working days from the date notice is given to the **CONTRACTOR** by the **DISTRICT**, to correct all deficiencies in the **CONTRACTOR’S** services under the Work Order. All corrections shall be made to the satisfaction of the **DISTRICT** Project Manager. Inability to correct all deficiencies within the specified two (2) days shall be good and sufficient cause to immediately terminate the Work Order without the **DISTRICT** being liable for any and all future obligations under the Work Order as determined by the **DISTRICT** at its sole discretion. The **DISTRICT**, in its judgment, may elect to compensate the **CONTRACTOR** for any accepted work product through the date of termination of an authorized Work Order, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.”

4. Article 1.9.1 is hereby added:

“The **CONTRACTOR** shall immediately secure all gates and entry barriers as soon as its equipment has been moved onto or off of the right-of-ways. The **CONTRACTOR** may be held liable to the adjacent land owner(s) for livestock that escapes and/or damages that occur as a result of negligence and failure to secure the right-of-ways in a timely manner.”

5. Article 1.11 is hereby added:

“Any damage to **DISTRICT** or private property, including but not limited to boat docks, missing/broken access gates, gate locks and irrigation systems, scalping, gouging or other damage to the surface of the right-of-way must be reported immediately. In the event of damage to **DISTRICT** property by the **CONTRACTOR**, the **CONTRACTOR** shall immediately notify the Project Manager of any property damage. Failure to immediately report property damage may result in termination of this **CONTRACT** by the **DISTRICT**. Damage attributable to the **CONTRACTOR** shall be repaired on the same day by the **CONTRACTOR**. All expenses will be the responsibility of the **CONTRACTOR** and repairs must be affected to the satisfaction of the **DISTRICT** and/or other property owner(s) All repairs and replacements shall be completed by the **CONTRACTOR** to the satisfaction of the **DISTRICT** and at no cost to the **DISTRICT**. The **DISTRICT** reserves the right to perform the repairs and deduct from the **CONTRACTOR’S** invoice the cost for **DISTRICT** labor, overhead and materials. Repetitive damage to culverts, culvert markers, signs, fence, gates, irrigation lines or other property shall not be tolerated. Special care also shall be utilized not to alter mangroves, pond apple and cypress trees in accordance with Florida State and Department of Environmental Protection statutes and regulations; which will result in fines and/or mitigation at the expense of the **CONTRACTOR**.”

6. Article 1.12 is hereby added:

“The **CONTRACTOR’S** activity shall be in accordance with state and federal regulations, including but not limited to: Federal Emergency Management Agency (FEMA) and Natural Resources Conservation Service (NRCS) regulations; Florida Department of Transportation (FDOT) Debris Removal Coordination efforts, and Environmental Protection Agency (EPA) requirements pertinent to a specific emergency event.”

7. Article 1.13 is hereby added:

“The **CONTRACTOR** shall be responsible for determining what permits are necessary to perform work under the **CONTRACT** and obtain those permits. All permit fees shall be paid by the **CONTRACTOR** and shall be at no additional cost to the **DISTRICT**. A copy of all permits shall be submitted to the **DISTRICT’S** Debris Removal Officer and kept on-site at all times.”

8. Article 12, paragraph 12.2 is hereby added:

“The **CONTRACTOR** shall ensure that its employees know how to report a fire and respond to other emergencies. Fires, accidents, criminal acts or other emergencies should be immediately reported to the appropriate local authority first and then to the **DISTRICT** Project Manager.”

9. Article 12, paragraph 12.3 is hereby added:

“All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment.”

SFWMD OFFICE OF COUNSEL APPROVED

By: _____ Date: _____

SFWMD PROCUREMENT APPROVED

By: _____ Date: _____

ARTICLE 1 - STATEMENT OF WORK

1.1 The **CONTRACTOR** shall, to the satisfaction of the **DISTRICT**, fully and timely perform all work items described in the "Statement of Work," attached hereto as Exhibit "C", and made a part of this **CONTRACT**, as well as any supplemental Statement of Work issued pursuant to any Work Order issued hereunder pursuant to 1.1.1 below. In the event **CONTRACTOR** employees or hired workers are authorized to perform services on-site at **DISTRICT** facilities by either Exhibit "C" or any supplemental Work Order Statement of Work, the **CONTRACTOR** hereby agrees to be bound by all applicable **DISTRICT** policies and standards of conduct listed in Attachment 1, to Exhibit "C" titled "Contractor Policy Code Acknowledgment". **CONTRACTOR** shall require each individual performing such on-site work to execute the Attachment 1 form. It is the **CONTRACTOR's** responsibility to advise its employees or hired workers of the nature of the project, as described in Exhibit "C" as well as any supplemental Work Order Statement of Work issued hereunder. The **CONTRACTOR** shall determine the method, details and means of performing the services, within the parameters established by Exhibit "C" as well as any supplemental Work Order Statement of Work. The **DISTRICT** may provide additional guidance and instructions to **CONTRACTOR's** employees or hired workers where necessary or appropriate as determined by the **DISTRICT**.

1.1.1. The actual services required and either fixed price or not-to-exceed consideration for providing such services shall be detailed in individual Work Order(s) to this **CONTRACT**, a sample of which is attached as Exhibit "I", and made a part of this **CONTRACT**. As actual services are identified by the **DISTRICT**, the **CONTRACTOR** shall, upon request, prepare a detailed technical and cost proposal for submission to the **DISTRICT**. Cost proposals shall include a detailed breakdown adequate to substantiate all **CONTRACTOR** costs, including labor and expenses. Cost proposals shall also incorporate any established rates specified in Exhibit "L", attached hereto and made an integral part of this **CONTRACT**. The **DISTRICT** shall evaluate the technical merit and cost of each proposal submitted and conduct negotiations with the **CONTRACTOR** to achieve technical and cost objectives. Such negotiations will result in a total consideration amount to be disbursed under the applicable Work Order on either a fixed price or time and materials basis within a not-to-exceed limitation. In either case, the mutually agreed upon fixed price/not-to-exceed amount for each authorized Work Order issued hereunder shall be the only basis for consideration by the **DISTRICT**. There may also be circumstances under which a Work Order may be issued with a combination of fixed price/lump sum and not-to-exceed deliverables in which case the Work Order will be labeled "Not-to-Exceed". No work shall commence prior to receipt of an authorized Work Order. The **DISTRICT** does not guarantee or represent that any minimum number of Work Orders for any dollar amount will be issued as a result of this **CONTRACT**.

1.1.2 In addition to the foregoing, award of Work Orders under this **CONTRACT** shall be subject to the following:

- (a) Negotiation of a Statement of Work and a price most advantageous to the **DISTRICT**.
- (b) Availability of qualified personnel within the required time frames; and
- (c) Satisfactory performance by the **CONTRACTOR** under any previous Work Order(s) issued by the **DISTRICT**.

1.1.3 The **DISTRICT** has the right to make unilateral changes to any Work Order without the mutual written consent of the **CONTRACTOR** in the event such action is determined to be in the best interest of the **DISTRICT**. This right shall include the ability to cancel any work order without liability to **CONTRACTOR** other than payment for work product accepted by the **DISTRICT** up through the effective date of cancellation. Any such cancellation which effectively eliminates remaining work order funding and curtails the period of performance shall be accomplished by providing thirty (30) days advance written notice to the **CONTRACTOR**. No minimum advance written notice requirement shall apply to any other changes to Work Orders issued hereunder. With the exception of cancellation, changes to Work Orders are typically handled through a duly executed Work Order revision document.

1.2 As part of the services to be provided by the **CONTRACTOR** under this **CONTRACT**, the **CONTRACTOR** shall substantiate, in whatever forum reasonably requested by the **DISTRICT**, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The **CONTRACTOR** shall also be required to substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the **CONTRACT**. This paragraph shall survive the expiration or termination of this **CONTRACT**.

1.3 The parties agree that time is of the essence in the performance of each and every obligation under this **CONTRACT**.

1.4 The **CONTRACTOR** shall conduct thorough background checks for all of the **CONTRACTOR's** employees or hired workers who will be working on any **DISTRICT** site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with Article 9.7. After reviewing the results of the background check, the **CONTRACTOR** shall determine whether the **CONTRACTOR's** employee and/or hired worker meets the necessary criteria for the position sought to be filled by the **DISTRICT**. The **DISTRICT** will rely on the **CONTRACTOR's** assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the **DISTRICT**, based on the background check



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EXHIBIT "B"

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conducted by the **CONTRACTOR**. Prior to allowing any employees or hired workers to work on-site at **DISTRICT** facilities, the **CONTRACTOR** will provide written verification to the **DISTRICT** that a complete background check, as described above, was conducted for any such employee or hired worker. The **CONTRACTOR** will place the above language in any contract that it has with its subcontractors and is responsible for its enforcement.

1.5 Should the services provided by the **CONTRACTOR** fail to meet the expectations of the **DISTRICT's** Project Manager, the **CONTRACTOR** shall have a period of ten (10) working days from the date notice is given to the **CONTRACTOR** by the **DISTRICT**, to correct all deficiencies in the **CONTRACTOR's** services under the Work Order. All corrections shall be made to the satisfaction of the **DISTRICT** Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the Work Order without the **DISTRICT** being liable for any and all future obligations under the Work Order as determined by the **DISTRICT** at its sole discretion. The **DISTRICT**, in its judgment, may elect to compensate the **CONTRACTOR** for any accepted work product through the date of termination of an authorized Work Order, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

1.6 In the event the project or work under this **CONTRACT** requires that the **CONTRACTOR** or subcontractor employees or other authorized agents have unrestricted access to one or more **DISTRICT** critical structures, those individuals will be required to complete a fingerprint-based criminal history check, pursuant to Chapter 373.6055, Florida Statutes in order to qualify for such unrestricted access. If a **CONTRACTOR** or subcontractor's employees or other authorized agents will only have access to **DISTRICT** critical structures when accompanied by appropriate **DISTRICT** staff, a fingerprint-based criminal history check will not be required. The **DISTRICT's** Project Manager or designated **DISTRICT** representative will notify **CONTRACTOR** when fingerprint-based criminal checks are required. Each individual subject to the criminal history check shall have a complete set of fingerprints taken at **DISTRICT** headquarters as soon as practicable after the **CONTRACTOR** is informed that the fingerprinting is necessary. Fingerprints shall be submitted to the Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing. The results of each fingerprint-based criminal history check shall be reported to the **DISTRICT**. The individuals who must undergo the fingerprint-based criminal history check shall not have unrestricted access to a critical structure until the fingerprint process is complete and the individual(s) are cleared and thereby qualified for access. The criminal violations that will prohibit unrestricted access to a **DISTRICT** critical structure(s) are outlined in

subparagraphs 3 (c) (1) and 3 (c) (2) of Florida Statute 373.6055.

1.7 Any manuscripts, technical publications, presentation slides or other documents resulting from or related to the **Work** performed under this **CONTRACT** shall be submitted to the **DISTRICT** for review and approval prior to publication by the **CONTRACTOR** in any forum or format. This paragraph shall survive the expiration or termination of this **CONTRACT**.

1.8 Any use of data gathered under this **CONTRACT** that has not been through the quality assurance/quality control validation described in Exhibit "C" will be at the **CONTRACTOR's** own risk and shall not make reference to the **DISTRICT**. This paragraph shall survive the expiration or termination of this **CONTRACT**.

1.9 In the event the Exhibit "C" Statement of Work requires that the **DISTRICT** provide the **CONTRACTOR** with keys to access any **DISTRICT** structures or Right-of-Ways through its key permitting system, a deposit shall apply. Because the cost to re-key **DISTRICT** structures is high, should the **CONTRACTOR** lose any keys provided by the **DISTRICT**, such loss shall not only result in the loss of the **CONTRACTOR's** deposit, but may also result in the assessment of progressively higher fines depending on how many keys may have been lost throughout the term of this **CONTRACT** or across multiple contracts between the **CONTRACTOR** and the **DISTRICT**. The **DISTRICT** reserves the right to offset the amounts owed pursuant to this provision against payments due to the **CONTRACTOR** under this **CONTRACT** and/or against payments due under any other contracts or purchase orders between the **DISTRICT** and **CONTRACTOR**. Repeated loss of keys may also be used as a basis for deeming the **CONTRACTOR** as non-responsible in conjunction with bid or proposal submissions.

1.10 If applicable, known historic, archeological and cultural resources within the **CONTRACTOR's** work area(s) will be designated as a "sensitive environmental area" in the executed Work Order. If so designated, the **CONTRACTOR** shall install protection for these resources and shall be responsible for their preservation during the Work Order's duration. The **CONTRACTOR** shall not distribute maps or other information on these resource locations except for distribution among the **CONTRACTOR's** staff with a "need to know" technical responsibility for protecting the resources.

1.10.1 Inadvertent Discoveries: If, during the performance of work, the **CONTRACTOR** observes items that may have historic or archeological value, such observations shall be reported immediately to the **DISTRICT** so that the appropriate staff may be notified and a determination for what, if any, additional action is needed. Examples of historic, archeological and cultural resources are



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bones, remains, artifacts, shell, midden, charcoal or other deposits, rocks or coral, evidences of agricultural or other human activity, alignments, and constructed features. The **CONTRACTOR** shall cease all activities that may result in the destruction of these resources and shall prevent his employees from further removing, or otherwise damaging, such resources."

1.10.2 Upon discovery and subsequent reporting of a possible inadvertent discovery of cultural resources, the **CONTRACTOR** shall seek to continue work well away from, or otherwise protectively avoiding, the area of interest, or in some other manner that strives to continue productive activities in keeping with the Work Order. Should an inadvertent discovery be of the nature that impact(s) to the work schedule are evident, such delays shall be coordinated with the **DISTRICT**.

ARTICLE 2 - COMPENSATION/CONSIDERATION

2.1 The total consideration for all work required by the **DISTRICT** pursuant to this **CONTRACT** shall not exceed the amount as indicated on the cover/signature page of this **CONTRACT**. Such amount includes all expenses which the **CONTRACTOR** may incur and therefore no additional consideration shall be authorized.

2.2 Notwithstanding the foregoing, the amount expended under this **CONTRACT** shall be paid in accordance with, and subject to the funding allocations for each **DISTRICT** fiscal year indicated on the cover/signature page of this **CONTRACT**. Funding for each applicable fiscal year of this **CONTRACT** is subject to **DISTRICT** Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **CONTRACT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **CONTRACT** to the contrary. The **DISTRICT** will notify the **CONTRACTOR** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **CONTRACT**.

2.3 The **CONTRACTOR**, by executing this **CONTRACT**, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The **CONTRACTOR** agrees that the **DISTRICT** may adjust the consideration for this **CONTRACT** to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The **DISTRICT** shall make any such adjustment within one (1) year following the expiration or termination of this **CONTRACT**.

2.4 In the event any travel is required by members of the **CONTRACTOR's** staff to fulfill its performance of the terms

and conditions of this **CONTRACT**, such travel shall require prior written authorization by the **DISTRICT**. The **DISTRICT** shall only reimburse the **CONTRACTOR** for travel expenses, including transportation, lodging, food, and incidental expense to the extent provided under Chapter 112, Florida Statutes and the **DISTRICT's** Travel Policy Chapter 201, Article VI. A completed "Travel Expense Report", attached hereto as Exhibit "J", or similar form, together with copies of receipts to support travel expenses must accompany all requests for travel reimbursement.

ARTICLE 3 – INVOICING AND PROMPT PAYMENT

3.1 The **CONTRACTOR's** invoices shall reference the **DISTRICT's** Contract Number, Work Order Number and SAP PO Number specified on the cover/signature page of the **CONTRACT**. Original invoices shall be sent to the attention of Accounts Payable at the address specified on the cover/signature page of this **CONTRACT**. In addition, the **CONTRACTOR** shall submit a copy of all invoices to the attention of the Project Manager listed on the cover/signature page of the **CONTRACT**. Invoices submitted to the attention of the Project Manager may also be submitted electronically via e-mail or fax. **INVOICES SUBMITTED TO THE PROJECT MANAGER SHALL BE CLEARLY STAMPED OR MARKED "COPY"**. A third set of invoice copies along with the Small Business Utilization Reports shall also be submitted to the Small Business Enterprise office as described in Article 10.4.

3.2 The **CONTRACTOR** shall submit the invoices pursuant to the schedule outlined in the Exhibit "D" Payment and Deliverable Schedule attached to each Work Order. For Work Orders issued on a time and materials basis, all invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the Work Order's not-to-exceed budget including, but not limited to, copies of approved timesheets, payment vouchers, expense reports (included approved travel costs, if applicable), receipts and subcontractor invoices. Work Orders issued on a "Not-to-Exceed" basis where Exhibit "D" specifies a combination of fixed price/lump sum and not-to-exceed amounts associated with deliverables will also be subject to the same supporting documentation requirements described above whenever invoices are submitted for the not-to-exceed line items. Any travel authorized by the **DISTRICT** shall be reimbursed in accordance with Chapter 112, Florida Statutes and in accordance with Article 2.4 above.

3.3 It is the policy of the **DISTRICT** that payment for all goods and services shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Chapter 218.70, Florida Prompt Payment Act, a "proper" invoice is defined as an invoice that conforms to all statutory requirements and all **DISTRICT** requirements as specified in the **CONTRACT** for invoice submission. The time at which payment shall be due from the



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DISTRICT shall be forty-five (45) days from receipt of a proper invoice and acceptance of services and/or deliverables, based on compliance with the statutory requirements set forth in Chapter 218.70, F.S. and upon satisfaction of the **DISTRICT** conditions as detailed in the **CONTRACT** document.

Failure of the **CONTRACTOR** to follow the instructions set forth in the **CONTRACT** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **DISTRICT**. All payments due from the **DISTRICT** for a proper invoice and acceptable services and/or deliverables and not made within the time specified in this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. The **CONTRACTOR** shall invoice the **DISTRICT** for payment of any accrued unpaid interest.

Any disputes regarding invoice payments which cannot be resolved by the appropriate department of the **DISTRICT** shall be concluded by final written decision of the **DISTRICT** Leadership Team not later than sixty (60) days after the date on which the proper invoice was received by the **DISTRICT**.

3.4 The **DISTRICT** shall not pay for any obligation or expenditure made by the **CONTRACTOR** prior to the commencement date of this **CONTRACT** or prior to receipt of authorized Work Order(s), unless the **DISTRICT** authorizes such payment in writing.

3.5 Any early payment discount offered by the **CONTRACTOR** shall be clearly indicated on the invoice, including the percentage of the discount and the time period for which the discount is valid. The **DISTRICT** reserves the option to accept such early payment discounts.

ARTICLE 4 - PROJECT MANAGEMENT/ NOTICE

4.1 The parties shall direct all technical matters arising in connection with the performance of this **CONTRACT**, other than invoices and notices, to the attention of the respective Project Managers specified on the cover/signature page of the **CONTRACT** for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **CONTRACT**. The **CONTRACTOR** shall direct all administrative matters, including invoices and notices, to the attention of the **DISTRICT's** Contract Specialist specified on the cover/signature page of the **CONTRACT**.

All formal notices between the parties under this **CONTRACT** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the respective addresses specified on the cover/signature page of the

CONTRACT. The **CONTRACTOR** shall also provide a copy of all notices to the **DISTRICT's** Project Manager. All notices required by this **CONTRACT** shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the **DISTRICT** under this **CONTRACT** shall reference the **DISTRICT's** Contract Number specified on the cover/signature page of the **CONTRACT**.

4.2 The **CONTRACTOR** agrees that the individual(s) listed in Exhibit "G", attached hereto and made a part of this **CONTRACT** shall provide services under this **CONTRACT**. The services of the individual(s) listed herein are a substantial inducement and material consideration for this **CONTRACT**. In the event such individual(s) can no longer provide the services required by this **CONTRACT**, the **CONTRACTOR** shall immediately notify the **DISTRICT** in writing and the **DISTRICT** may elect to terminate this **CONTRACT**, for this reason, without any liability whatsoever to the **CONTRACTOR**, including but not limited to liability for unfinished work product. The **CONTRACTOR** may propose a replacement for the individual(s), subject to the optional approval of the **DISTRICT**. The **DISTRICT**, in its judgment, may elect to compensate the **CONTRACTOR** for any unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

4.3 At its sole discretion, the **DISTRICT** has the right to order the immediate replacement of any individual(s) working on behalf of the **CONTRACTOR** as long as the basis for the replacement is not discriminatory or for any other reason contrary to law. The **DISTRICT** may take this action if the **DISTRICT** determines that it is in its best interest to do so, but will not be required to provide a reason for requesting the replacement of any individual(s). In such event, the **CONTRACTOR** shall be responsible for carrying out such replacement and for returning **DISTRICT** property in accordance with **DISTRICT** policies and procedures. The **CONTRACTOR** may propose a replacement for the individual(s), subject to the optional approval of the **DISTRICT**. The **DISTRICT** may also elect to terminate this **CONTRACT**, for this reason, without any liability whatsoever to the **CONTRACTOR**, including but not limited to liability for unfinished work product.

The **CONTRACTOR** will place the above language in any contract that it has with subcontractors. The **CONTRACTOR** will enforce the replacement of subcontractor personnel upon request by the **DISTRICT**.

ARTICLE 5 - INDEMNIFICATION & INSURANCE



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5.1 For value received, which is hereby acknowledged, the **CONTRACTOR** shall indemnify and hold the **DISTRICT**, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of the **CONTRACT**.

The **CONTRACTOR** further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this **CONTRACT**. This paragraph shall survive the expiration or termination of this **CONTRACT**.

5.2 The **CONTRACTOR** shall procure and maintain, through the term of this **CONTRACT**, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the **DISTRICT's** Insurance Requirements, attached as Exhibit "H" and made a part of this **CONTRACT**. The coverage required shall extend to all employees and subcontractors of the **CONTRACTOR**. Prior to the execution of this **CONTRACT**, the **CONTRACTOR** shall provide a Certificate of Insurance for such coverage to the **DISTRICT** for approval, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by the insurance carrier's authorized representative and shall identify the **DISTRICT** as added insured as required.

5.3 All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the **DISTRICT** to notify the **CONTRACTOR** that the certificate of insurance does not meet the **CONTRACT** requirements shall not constitute a waiver of the **CONTRACTOR's** responsibility to meet the stated requirement. In addition, receipt and acceptance of the certificate of insurance by the **DISTRICT** shall not relieve the **CONTRACTOR** from responsibility for adhering to the insurance limits and conditions of insurance required within this **CONTRACT**. Misrepresentation of any material fact, whether intentional or not, regarding the **CONTRACTOR's** insurance coverage, policies or capabilities, may be grounds for termination of the **CONTRACT** as determined solely by the **DISTRICT**.

ARTICLE 6 - TERMINATION/REMEDIES

6.1 It is the policy of the **DISTRICT** to encourage good business practices by requiring consultants to materially perform in accordance with the terms and conditions of the **DISTRICT CONTRACT**. In accordance with **DISTRICT** Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-performance by failing to

perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **CONTRACT**.

If the **CONTRACTOR** materially fails to fulfill its obligations under this **CONTRACT**, the **DISTRICT** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **CONTRACTOR** shall have thirty (30) days to cure the breach. If the **CONTRACTOR** fails to cure the breach within the thirty (30) day period, the **DISTRICT** shall issue a Termination for Default Notice. Once the **DISTRICT** has notified the **CONTRACTOR** that it has materially breached its **CONTRACT** with the **DISTRICT**, by sending a Termination for Default Notice, the **DISTRICT's** Governing Board shall determine whether the **CONTRACTOR** should be suspended from doing future work with the **DISTRICT**, and if so, for what period of time. The **DISTRICT's** Governing Board will consider the factors detailed in Rule 40E-7, Part II, F.A.C. in making a determination as to whether a **CONTRACTOR** should be suspended, and if so, for what period of time. Should the **DISTRICT** terminate for default in accordance with this provision, the **DISTRICT** shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity.

6.2 The **DISTRICT** may terminate this **CONTRACT**, with or without cause, at any time for convenience upon thirty (30) calendar days prior written notice to the **CONTRACTOR**. The performance of work under this **CONTRACT** may be terminated by the **DISTRICT** in accordance with this clause in whole, or from time to time in part, whenever the **DISTRICT** shall determine that such termination is in the best interest of the **DISTRICT**. Any such termination shall be effected by delivery to the **CONTRACTOR** of a Notice of Termination specifying the extent to which performance of work under the **CONTRACT** is terminated, and the date upon which such termination becomes effective.

In the event of termination for convenience, the **DISTRICT** shall compensate the **CONTRACTOR** for all authorized and accepted deliverables completed through the date of termination in accordance with Work Orders issued hereunder. The **DISTRICT** shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this **CONTRACT**. The **DISTRICT** may withhold all payments to the **CONTRACTOR** for such work until such time as the **DISTRICT** determines the exact amount due to the **CONTRACTOR**.

6.3 In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the



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parties. The mediation process shall be confidential to the extent permitted by law.

6.4 The **DISTRICT** may order that all or part of the work stop if circumstances dictate that this action is in the **DISTRICT's** best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the **DISTRICT's** Governing Board, a condition of immediate danger to **DISTRICT** employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the **CONTRACTOR** to the **DISTRICT**. If this provision is invoked, the **DISTRICT** shall notify the **CONTRACTOR** in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The **CONTRACTOR** shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the **DISTRICT** is received. Upon resumption of work, if deemed appropriate by the **DISTRICT**, the **DISTRICT** may amend this **CONTRACT** and/or any Work Order to reflect any changes to Exhibit "C", Statement of Work and/or the project schedule.

ARTICLE 7 - RECORDS RETENTION/OWNERSHIP

7.1 The **CONTRACTOR** shall maintain records and the **DISTRICT** shall have inspection and audit rights as follows:

A. Maintenance of Records: The **CONTRACTOR** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **CONTRACT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **CONTRACT**.

B. Examination of Records: The **DISTRICT** or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **CONTRACT**. Such examination may be made only within five (5) years from the date of final payment under this **CONTRACT** and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **CONTRACT**, the **CONTRACTOR** shall extend the period of maintenance for all records relating to the **CONTRACT** until the final disposition of the legal dispute, and all such records shall be made readily available to the **DISTRICT**.

D. Audit Findings: In the event the **DISTRICT** exercises its right hereunder to audit the **CONTRACTOR's**

financial and accounting records within a period of one (1) year following the completion or termination date of this **CONTRACT** and such audit results in the proper disallowance of costs based on the auditor's finding(s), the **CONTRACTOR** shall be obligated to refund the **DISTRICT** for such disallowance(s) upon demand. At its option, the **DISTRICT** shall also have the right to reduce payments due to the **CONTRACTOR** under this **CONTRACT** by the amount of any disallowance resulting from audits conducted under this **CONTRACT**.

E. Applicability to Authorized Agents: In the event that any of the Work is delegated by the **CONTRACTOR**, the **CONTRACTOR** hereby agrees to include in any such contract a provision requiring such vendor, consultant, agent and/or subcontractor to agree to the same requirement for records retention, inspection and audit rights as set forth in this Article 7.

7.2 The **DISTRICT** shall retain exclusive title, copyright and other proprietary rights in all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the **CONTRACTOR**, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "C", Statement of Work and any specified Work Order issued hereunder (the "Work"). In consideration for the **DISTRICT** entering into this **CONTRACT**, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the **CONTRACTOR**, the **CONTRACTOR** hereby assigns, transfers, sells and otherwise grants to the **DISTRICT** any and all rights it now has or may have in the Work (the "Grant"). This Grant shall be self-operative upon execution by the parties hereto, however the **CONTRACTOR** agrees to execute and deliver to the **DISTRICT** any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the **DISTRICT**. The **CONTRACTOR** may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This paragraph shall survive the termination or expiration of this **CONTRACT**.

7.3 The **CONTRACTOR** and the **DISTRICT** agree that each Work Order shall also identify any proprietary data processing software as defined by Chapter 119, Florida Statutes, which has been lawfully acquired by the **CONTRACTOR** under license from a third party, including the right to sublicense such software, if appropriate, for use by the **DISTRICT** hereunder. If deemed appropriate, applicable sub-licensing terms and conditions shall be negotiated by the parties and incorporated by reference into each applicable Work Order. The **CONTRACTOR** shall grant to the **DISTRICT** a perpetual, non-transferable, non-exclusive right



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to use the identified software without an additional fee. Both parties acknowledge that title to the software identified above shall remain with the applicable Licensor.

7.4 Any equipment purchased by the **CONTRACTOR** with District funding under this **CONTRACT** shall be returned and title transferred from the **CONTRACTOR** to the **DISTRICT** immediately upon termination or expiration of this **CONTRACT** upon the written request of the **DISTRICT** not less than thirty (30) days prior to **CONTRACT** expiration or termination. Equipment is hereby defined as any non-consumable items purchased by the **DISTRICT** with a value equal to or greater than \$1000.00 and with a normal expected life of one (1) year or more. The **CONTRACTOR** will maintain any such equipment in good working condition while in its possession and will return the equipment to the **DISTRICT** in good condition, less normal wear and tear. The **CONTRACTOR** will use its best efforts to safeguard the equipment throughout the period of performance of this **CONTRACT**. However the **DISTRICT** will not hold the **CONTRACTOR** liable for loss or damage due to causes beyond the **CONTRACTOR**'s reasonable control. In the event of loss or damage, the **CONTRACTOR** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence.

7.5 The **DISTRICT** has acquired the right to use certain software under license from third parties. For purposes of this **CONTRACT**, the **DISTRICT** may permit the **CONTRACTOR** access to certain third party owned software on **DISTRICT** computer systems. The **CONTRACTOR** acknowledges the proprietary nature of such software and agrees not to reproduce, distribute or disclose such software to any third party. Use of or access to such software shall be restricted to designated **DISTRICT** owned systems or equipment. Removal of any copy of licensed software is prohibited.

7.6 Pursuant to Chapter 119, Florida Statutes any plans and specs created or received by the **DISTRICT** pursuant to this **CONTRACT** which include building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building, water treatment facility, or other structure are exempt from the Public Records law and must be maintained in a confidential manner by the **CONTRACTOR**.

The **CONTRACTOR** shall complete, comply with and furnish to the **DISTRICT** a signed copy of a Plan and Specification Request Form, attached hereto as Exhibit "M". In addition, the **CONTRACTOR** acknowledges that it is solely responsible for ensuring its compliance and the compliance of its staff, and subcontractors with the terms of Exhibit "M" and Chapter 119, Florida Statutes. This paragraph shall survive the expiration or termination of this **CONTRACT**. Exhibit "M" will remain on file with the

DISTRICT during the term of the **CONTRACT** so that the **CONTRACTOR** will not have to fill out a new Exhibit for each Work Order issued to the **CONTRACTOR**.

7.7 During the term of this **CONTRACT**, the **DISTRICT** may provide the **CONTRACTOR** with the temporary use of computer hardware and software specified in Attachment "2" to the Exhibit "C" Statement of Work (hereafter referred to as "Computer Equipment"). **CONTRACTOR** represents that it has read and understands the section of the Contractor Policy Code Acknowledgement (Attachment 1 to the Exhibit "C" Statement of Work) that deals with the use of **DISTRICT** IT resources which shall apply to the use of the Computer Equipment. **CONTRACTOR** further agrees to maintain the Computer Equipment in good working condition while in its possession and will return the Computer Equipment to the **DISTRICT** upon request by the **DISTRICT** or upon termination or expiration of this **CONTRACT** in good working condition, less normal wear and tear. All Computer Equipment is hereby provided to the **CONTRACTOR** "as is", "where is" and "with all faults".

The **CONTRACTOR** shall assume all responsibility for safeguarding the Computer Equipment including loss or damage and its proper use throughout the term of this **CONTRACT**. In the event of loss or damage, the **CONTRACTOR** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence. The **CONTRACTOR** shall provide the **DISTRICT** with one hundred percent (100%) of the current market value as stipulated in Attachment "2" to Exhibit "C" in the event any of the Computer Equipment is lost, stolen or irreparably damaged. **CONTRACTOR** acknowledges the proprietary nature of all applicable third party software listed in Attachment 2 and agrees not to reproduce, distribute or disclose such software to any third party. Use of all software shall be restricted to the hardware provided by the **DISTRICT**. Removal of any copy of licensed software is prohibited.

7.8 In the event the Work involves a need to loan any equipment (other than Computer Equipment as defined in 7.7 above) to the **CONTRACTOR**, the following provisions shall apply.

A. The **DISTRICT** hereby conveys for the temporary use by the **CONTRACTOR** the equipment as identified in Exhibit "C" Statement of Work (hereinafter referred to as the "Equipment").

B. The **CONTRACTOR** is hereby authorized to use the Equipment identified in Exhibit "C" only for those purposes identified in Exhibit "C".

C. **CONTRACTOR** hereby agrees to maintain the



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Equipment in good working condition while in its possession and will return the Equipment to the **DISTRICT** in good working condition, less normal wear and tear, at the **CONTRACTOR's** sole expense upon termination, or expiration of this **CONTRACT** or upon completion of the work described in the Exhibit "C" Statement of Work, whichever occurs first. **CONTRACTOR** will adequately safeguard the Equipment throughout the term this **CONTRACT**. In the event of loss or damage, **CONTRACTOR** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence. While in the **CONTRACTOR's** possession, the **CONTRACTOR** shall assume all responsibility for the Equipment including loss or damage and its proper use. **CONTRACTOR** shall be solely responsible for paying all costs associated with operating and maintaining the Equipment, including but not limited to, any applicable taxes or assessments, permits, licenses or insurance. **CONTRACTOR** further agrees that it will acquire license plates and vehicle registration as required by Florida Statutes, if required for the Equipment. **CONTRACTOR** shall provide the **DISTRICT** with one hundred percent (100%) of the current market value as stipulated in Exhibit "C" in the event any of the Equipment is either lost, stolen or irreparably damaged. The **CONTRACTOR** further agrees to repair any damaged Equipment so as to restore the Equipment fully to the current market value at that time as agreed upon by the **CONTRACTOR** and **DISTRICT**. All Equipment provided hereunder is hereby loaned "as is", "where is" and "with all faults".

D. The **DISTRICT** states and **CONTRACTOR** acknowledges that **CONTRACTOR** disclaims any reliance upon any statements or representations made by the **DISTRICT**. **DISTRICT** has not made and specifically disclaims any representation or warranty of any kind, directly or indirectly, express or implied, with respect to the suitability, durability, design, operation or condition of the Equipment or any part thereof, its merchantability, or its fitness for use for the particular purposes and uses of the **CONTRACTOR** or otherwise. **DISTRICT** shall not be liable to the **CONTRACTOR** for any loss, damage, or expense of any kind or nature caused directly or indirectly by the Equipment provided hereunder.

E. In the event of **CONTRACT** termination, the **CONTRACTOR** shall promptly return all Equipment, at the **CONTRACTOR's** expense unless otherwise stated in Exhibit "C", to the **DISTRICT** without further obligation.

ARTICLE 8 - STANDARDS OF COMPLIANCE

8.1 The **CONTRACTOR**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **CONTRACT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the

CONTRACTOR, upon request, as to any such laws of which it has present knowledge.

8.2 The **CONTRACTOR** hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this **CONTRACT**. The **CONTRACTOR** shall take all measures necessary to effectuate these assurances.

8.3 The parties hereto agree that all actions or proceedings arising in connection with this **CONTRACT** shall be tried and litigated exclusively in the State and Federal courts of competent jurisdiction located in the State of Florida, Palm Beach County. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this **CONTRACT** in any jurisdiction other than that specified in the paragraph. The parties agree to waive any objections to venue or jurisdiction in Palm Beach County, Florida, for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this **CONTRACT**.

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this **CONTRACT** and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in contract, tort or otherwise.

8.4 The **CONTRACTOR**, by its execution of this **CONTRACT**, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or contractors who shall perform work which is intended to benefit the **DISTRICT** is a convicted vendor or has been placed on the discriminatory vendor list. If the **CONTRACTOR** or any affiliate of the **CONTRACTOR** has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The **CONTRACTOR** further understands and accepts that this **CONTRACT** shall be either void by the **DISTRICT** or subject to immediate termination by the **DISTRICT**, in the event there is any misrepresentation or lack of compliance with the mandates of Chapter 287.133 or Chapter 287.134, respectively, Florida Statutes. The **DISTRICT**, in the event of such termination, shall not incur any liability to the **CONTRACTOR** for any work or materials furnished.

8.5 The **CONTRACTOR** shall not utilize the **DISTRICT's** exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the **DISTRICT**. The **CONTRACTOR** shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this **CONTRACT**. In the event the **CONTRACTOR** is a sole proprietor, the **CONTRACTOR** is



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responsible for submitting quarterly returns to the Federal Government.

8.6 The **CONTRACTOR** warrants that it has not employed or retained any person, other than a bona fide employee working solely for the **CONTRACTOR**, to solicit or secure this **CONTRACT**. Further the **CONTRACTOR** warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this **CONTRACT**. For breach of this provision, the **DISTRICT** may terminate this **CONTRACT** without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

8.7 The **CONTRACTOR** shall, at its own expense, allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. If at any time the **DISTRICT** requests copies of **CONTRACTOR'S** records in response to a public records request, **CONTRACTOR** shall, at its own expense, promptly provide copies of all of its records in whatever format reasonably requested by the **DISTRICT**. Should the **CONTRACTOR** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **CONTRACTOR**. The **CONTRACTOR** shall refer any public records requests for project documents covered by this provision to the **DISTRICT** and the **DISTRICT** will handle the request.

8.7.1 Pursuant to Chapters 119, and 1004.22 Florida Statutes, data processing software obtained by an agency under a license agreement which prohibits its disclosure and which software is a trade secret, as defined in Chapter 812.081(c), Florida Statutes is exempt from the disclosure provisions of the Public Records law. However, the parties hereto agree that if a request is made of the **DISTRICT**, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property being licensed to the **CONTRACTOR** (Licensee) hereunder, the **DISTRICT** shall advise the **CONTRACTOR** (Licensee) of such request and, as between the **DISTRICT** and the **CONTRACTOR** (Licensee), it shall be the **CONTRACTOR's** (Licensee's) sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the Licensor to protect the Licensor's claimed exemption under the Statute.

8.8 The **CONTRACTOR** shall make reasonable efforts to obtain any necessary federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this **CONTRACT**. A delay in obtaining permits shall not give rise to a claim by the **CONTRACTOR**

for additional compensation. If the **CONTRACTOR** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **CONTRACT**, each party to bear its own costs, notwithstanding other provisions of this **CONTRACT** to the contrary.

8.9 Pursuant to Chapter 216.347, F.S., the **CONTRACTOR** is prohibited from the expenditure of any funds under this **CONTRACT** to lobby the Legislature, the judicial branch or another state agency.

8.10 The **DISTRICT** is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this **CONTRACT** involves a project consistent with these goals and objectives. Consequently, the **DISTRICT** is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its **CONTRACTOR**. Therefore, as the **DISTRICT'S** **CONTRACTOR** for this project, the **CONTRACTOR** assures the **DISTRICT** that the **CONTRACTOR**, its employees, subcontractors and assigns will refrain from acting adverse to the **DISTRICT'S** legitimate interest in promoting the goals and objectives of this project. The **CONTRACTOR** agrees to take all reasonable measures necessary to effectuate these assurances. In the event the **CONTRACTOR** determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the **DISTRICT**. Upon such notification the **DISTRICT**, in its discretion, may terminate this **CONTRACT**.

8.11 **CONTRACTOR** shall not directly or indirectly, or through any other person, agency, company or organization solicit the project manager or any of the evaluation committee members who selected the **CONTRACTOR**, to undertake employment with it, its parent company, or any subsidiary company or any affiliated company during the performance of this **CONTRACT**. The **DISTRICT** is committed to ensuring that its employees abide by the Florida Code of Ethics and, as such, the **DISTRICT** does not condone offers of employment made by Contractors to **DISTRICT** employees in exchange for the award of **DISTRICT** work. Further, the **DISTRICT** is committed to avoiding even the appearance of impropriety which could arise when an offer of employment is made after the award of **DISTRICT** work.

8.12 **CONTRACTOR** may use the **DISTRICT's** name in marketing materials for the purpose of publicizing contract awards, however, **CONTRACTOR** is prohibited from obtaining affirmations from **DISTRICT** staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the **CONTRACTOR** as well as the products and/or services offered by the **CONTRACTOR**. The **DISTRICT**, as a government entity, must fairly and equitably compete for goods and services, and



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therefore the endorsement of any particular firm, product, or service is strictly prohibited. **CONTRACTOR** is strictly prohibited from releasing any statements to the media regarding work performed under this **CONTRACT** without the review, and the express prior written approval of the **DISTRICT**. The **DISTRICT**'s approval is at its sole discretion, however, such approval will not be unreasonably withheld.

ARTICLE 9 - RELATIONSHIP BETWEEN THE PARTIES

9.1 **CONTRACTOR** shall be considered an independent consultant and neither party shall be considered an employee or agent of the other party. Nothing in this **CONTRACT** shall be interpreted to establish any relationship other than that of independent consultant between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this **CONTRACT**. Both parties are free to enter into contracts with other parties for similar services. In the event the **CONTRACTOR** is providing staff who will be working on-site at **DISTRICT** facilities, **CONTRACTOR** and the **DISTRICT** further agree that the **DISTRICT** shall not pay the **CONTRACTOR** staff any direct remuneration, expense reimbursement or compensation of any kind and **CONTRACTOR**'s staff shall not be eligible for any benefit programs the **DISTRICT** offers to its employees. All benefits available to the **CONTRACTOR**'s staff shall be exclusively provided by the **CONTRACTOR**. The **CONTRACTOR** shall provide all billing, collection, payroll services and tax withholding, among other things, for all **CONTRACTOR** staff performing services under this **CONTRACT**.

9.2 It is the intent and understanding of the Parties that this **CONTRACT** is solely for the benefit of the **CONTRACTOR** and the **DISTRICT**. No person or entity other than the **CONTRACTOR** or the **DISTRICT** shall have any rights or privileges under this **CONTRACT** in any capacity whatsoever, either as third-party beneficiary or otherwise.

9.3 The **CONTRACTOR** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **CONTRACT** without the prior written consent of the **DISTRICT**. Any attempted assignment in violation of this provision shall be null and void.

9.4 The **CONTRACTOR** shall not pledge the **DISTRICT**'s credit or make the **DISTRICT** a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the **DISTRICT**'s credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

9.5 The **DISTRICT** assumes no duty with regard to the supervision of the **CONTRACTOR** and the

CONTRACTOR shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of **CONTRACT** performance. Further, the **CONTRACTOR** shall be responsible for compliance with all labor and unemployment laws.

9.6 **CONTRACTOR** EXPRESSLY UNDERSTANDS AND AGREES THAT **CONTRACTOR**, ITS OFFICERS, AGENTS, AND EMPLOYEES, ARE NOT ENTITLED TO ANY EMPLOYMENT BENEFITS FROM THE FROM THE **DISTRICT**. **CONTRACTOR** EXPRESSLY AND VOLUNTARILY WAIVES AND AGREES NOT TO MAKE ANY CLAIM TO PARTICIPATE IN ANY OF THE **DISTRICT**'S EMPLOYEE BENEFITS OR BENEFIT PLANS SHOULD **CONTRACTOR** OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE **DISTRICT**. IN THE EVENT **CONTRACTOR** IS SELF EMPLOYED, **CONTRACTOR** EXPRESSLY REPRESENTS THAT **CONTRACTOR** IS AN INDEPENDENT **CONTRACTOR** AND HEREBY WAIVES ANY ENTITLEMENT TO OVERTIME OR OTHER BENEFITS THAT **CONTRACTOR** MAY BE ENTITLED TO RECEIVE SHOULD **CONTRACTOR** BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE **DISTRICT**.

9.7 The **CONTRACTOR** shall be responsible for verifying employee authorization to work in the U.S. and certifying that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship and Immigration Services Form I-9. In the event the amount of this **CONTRACT** exceeds \$150,000 and for all persons hired by **CONTRACTOR** to work in the State of Florida for a period that is equal to or exceeds 120 days, the **CONTRACTOR** shall use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify employment eligibility. Additionally, if **CONTRACTOR** uses subcontractors to perform any portion of the Work under this **CONTRACT** valued in excess of \$3,000, **CONTRACTOR** must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Within 30 days of this **CONTRACT**'s Effective Date, **CONTRACTOR** must provide the **DISTRICT** with evidence that **CONTRACTOR** is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

Written verification shall be kept by the **CONTRACTOR** and made available for inspection on demand by the **DISTRICT**.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the **CONTRACT**. The **DISTRICT** shall maintain records verifying the rate of pay for each employee working on this **CONTRACT** and make such records available for inspection on demand by the **DISTRICT**.

Failure to fully comply with these provisions shall be a material breach of the **CONTRACT** and cause for termination of the **CONTRACT**.

ARTICLE 10 – SBE UTILIZATION

10.1 SBE Utilization. The **DISTRICT** has implemented a Small Business Enterprise Program as part of the **DISTRICT**'s competitive solicitation and contracting activity in accordance with **DISTRICT** Rule 40E-7, Part VI, F.A.C. ("SBE Rule"). The purpose of the program is to spur economic development and support small businesses, including women-owned and minority-owned businesses, to successfully expand in the marketplace.

As consideration for being awarded this **CONTRACT**, **CONTRACTOR** agrees to maintain the level of SBE participation agreed upon and as indicated on the cover/signature page of this **CONTRACT**.

The **CONTRACTOR** shall take all necessary steps to achieve and maintain its SBE utilization commitment. At any time during the term of this **CONTRACT**, the **DISTRICT** may request information on the SBE status of the **CONTRACTOR** and/or any and all of its subcontractor(s). The **CONTRACTOR** shall notify the **DISTRICT** immediately of any change in the status of the **CONTRACTOR** or any of its subcontractor(s), that could affect the **CONTRACTOR**'s SBE status or the **CONTRACTOR**'s ability to comply with the SBE requirements of this **CONTRACT** including but not limited to gross revenue and licensing.

10.2 SBE Utilization Plan. The **CONTRACTOR** shall identify all SBE firms which will be utilized as subcontractors. The **CONTRACTOR** should provide proof that each firm to be utilized as an SBE subcontractor is certified with the **DISTRICT**. The **CONTRACTOR**, as the prime and each subcontractor shall be listed in the Utilization Plan and submitted to the **DISTRICT**. The listing of the SBE's in the Utilization Plan shall constitute the **CONTRACTOR**'s representation to the **DISTRICT** that the SBE firms are technically and financially qualified and available to perform the assigned work.

The Utilization Plan shall consist of the following **DISTRICT** forms and information as submitted by the **CONTRACTOR** in its bid as part of the *Compliance Disclosure Form*:

1. SBE Subcontractor Participation Schedule

2. *Statement of Intent to Perform as a District Certified SBE Contractor form*
3. Proof of **DISTRICT** certification

Items (1) through (3) above are hereinafter collectively referred to as the "SBE Plan".

10.3 Subcontractor Substitution. The **CONTRACTOR** must receive written approval from the **DISTRICT**'s Small Business Enterprise Section prior to substituting an SBE subcontractor for any reason, or otherwise modifying the SBE Plan as defined above. The **CONTRACTOR** must submit to the **DISTRICT** an amended version of the following:

1. *SBE Subcontractor Participation Schedule*
2. *Statement of Intent to Perform as a District Certified SBE Contractor form for each substitute firm.*

10.4 Utilization Reporting. In an effort to monitor the achievement of the SBE goal the **CONTRACTOR** agrees to submit, a completed SBE Utilization Report form, attached hereto as Exhibit "E" and made a part of this **CONTRACT**. The timing of these reports must coincide with invoice submission. In addition to the Utilization Report form, the **CONTRACTOR** shall also provide proof of payment made to each SBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The **CONTRACTOR** understands that each SBE utilized for the **CONTRACT** must be certified by the **DISTRICT**. The **CONTRACTOR** shall submit a completed Final SBE Utilization Report form, attached hereto as Exhibit "F" and made a part of this **CONTRACT**, at the time a final invoice is submitted. **These utilization reports must be submitted to the attention Colleen Robbs in the Small Business Enterprise office at the West Palm Beach location indicated on the cover page of the CONTRACT.**

10.5 Compliance. The **DISTRICT** shall monitor and evaluate compliance with the provisions of the SBE Rule. During the term of the **CONTRACT**, the **CONTRACTOR** shall comply with the SBE Utilization Plan which can only be amended with the prior written approval from the **DISTRICT**'s Small Business Enterprise Section. Compliance shall include tasks and proportionate dollar amounts throughout the term of the **CONTRACT**, including amendments, change orders, and work orders. The **CONTRACTOR** shall maintain the level of SBE utilization as established in the **CONTRACTOR**'s SBE Plan. Failure to comply with the SBE requirements of this **CONTRACT** will be considered a material breach of **CONTRACT** and may further result in suspension or debarment pursuant to **DISTRICT** Rule 40E-7, Part II, F.A.C.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

To ensure that all SBE requirements under this **CONTRACT** are met, the **CONTRACTOR's** SBE efforts throughout the performance of the **CONTRACT** shall be reviewed by the **DISTRICT**. The **CONTRACTOR** shall advise the **DISTRICT** of any situation in which regularly scheduled payments are not made to any SBE subcontractor(s).

10.6 Prohibition of Not-To-Compete Agreements. The **CONTRACTOR** is prohibited from entering into any agreements with an SBE subcontractor in which the SBE subcontractor has agreed not to provide subcontracting quotations to other respondents or potential respondents.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Notwithstanding any provisions of this **CONTRACT** to the contrary, the parties shall not be held liable for any failure or delay in the performance of this **CONTRACT** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this **CONTRACT** shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this **CONTRACT** specifies that performance by **CONTRACTOR** is specifically required during the occurrence of any of the events herein mentioned.

11.2 Any inconsistency in this **CONTRACT** shall be resolved by giving precedence in the following order:

- (a) Exhibit "A" Special Provisions, if applicable
- (b) Exhibit "B" General Terms and Conditions
- (c) Exhibit "C" Statement of Work
- (d) all other exhibits, attachments and documents specifically incorporated herein by reference

11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **CONTRACT** by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **CONTRACT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **CONTRACT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.4 Should any term or provision of this **CONTRACT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction,

such invalidity shall not affect any other term or provision of this **CONTRACT**, to the extent that the **CONTRACT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.5 This **CONTRACT** may be amended only with the written approval of the parties hereto.

11.6 This **CONTRACT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **CONTRACT**. The **CONTRACTOR** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind the **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **CONTRACT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

ARTICLE 12 – SAFETY REQUIREMENTS

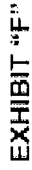
12.1 The **CONTRACTOR** shall comply with all applicable Federal, State and local safety standards and regulations applicable to the work performed pursuant to this **CONTRACT**. The **CONTRACTOR** shall also be responsible for the compliance of its subcontractors with all of the foregoing laws, regulations and standards pertaining to safety.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SBE Subcontractor Utilization Report

Form 1217 (11-2022)



SBE Final Subcontractor Utilization Report

I certify that the above information is true to the best of my knowledge.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, FL 33406 (561) 686-8800

EXHIBIT "I"

WORK ORDER NO: _____ SAP PO REFERENCE NO: _____ Must be referenced on invoices	SFWMD Project Manager: _____ Phone: _____ Email: _____ SFWMD Contract Specialist: _____ Phone: _____ Email: _____
Firm Name: _____ Address: _____ _____ City/State/Zip: _____	Firm's Project Manager: _____ Phone: _____ Email: _____ Fax: _____
In accordance with Contract No. _____, dated _____ for _____, the South Florida Water Management District hereby directs the firm to perform the services for the project as detailed in the Exhibit "C-" {Insert C-1, C-2, etc} Statement of Work, attached hereto and made a part of this Work Order for the amount specified below. The Exhibit "D-" {Insert D-1, D-2, etc.} Payment and Deliverable Schedule applicable to this project is also attached and made a part of this Work Order. Start/Completion Dates are also specified below.	
1. Work Order Start Date: _____	2. Completion Date: _____
3. Work Order Type & Funding: <i>Not To Exceed</i> ☐ <i>Time & Materials/Not-to-Exceed</i> ☐ <i>Fixed</i> ☐ Current FY _____ \$ _____ Total Work Order Amount: \$ _____ PR# _____ *Multi-Year Funding: ☐ Yes ☐ No FY _____ Amount \$ _____ FY _____ Amount \$ _____ FY _____ Amount \$ _____ <i>*Subject to Governing Board Budgetary Appropriation for each Fiscal Year – see Article 2.2 of Exhibit "B"</i>	
4. Small Business Enterprise (SBE) Participation: SBE Contract Participation Goal: _____% ☐ N/A SBE Utilization for this Work Order: _____% ☐ N/A Subcontractor Name(s): _____ New subcontractor proposed for this Work Order? Select one: ☐ YES ☐ NO Name: _____ Accepted by: _____ Procurement SBE Section _____ Date _____	
For District Use Only: District Leadership Team Review Date (Over \$500K) _____	
Signature of Firm: Accepted by: _____ Authorized Representative Title: _____ Date: _____	SFWMD Approval: _____ CS Initial Accepted by: _____ Procurement Representative Title: _____ Date: _____

Rev 11 23 10

EXHIBIT "K"
LIQUIDATED DAMAGES
WORK ORDER CONTRACT

Time is of the essence for this **CONTRACT**. Therefore, if the **CONTRACTOR** fails, or refuses, to perform the work, or any separable part thereof, with such diligence as will insure the completion of the same, or fails, for any reason, to complete such work within the time limit specified, or any extension thereof granted, then the **CONTRACTOR** shall be liable to pay the **DISTRICT** not as a penalty, but as liquidated damages, the sum of \$1,000 for each calendar day that the work remains incomplete after the expiration of the time limit specified or any extension thereof, plus any moneys which are paid by the **DISTRICT** to any other person, firm or corporation, for services rendered for the preservation or completion of the work. Such moneys shall be chargeable to the **CONTRACTOR** and shall be deducted from any moneys due said **CONTRACTOR**, or if no money is due or the amount due is insufficient to cover the amount charged then the **CONTRACTOR** shall be liable for said amount.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
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HAULING SERVICES

962-39

A CONSTRCTN MAINTENANCE GRP INC
PO BOX 121135
FT LAUDERDALE FL 33312
Email : ACMGROUPINC@ATT.NET
Cert.Valid From Date: 05/25/2010

Phone: 954-792-0693
Fax: 954-792-0695
Vendor:117432 SBE: X
Cert.Valid To Date: 05/25/2013

A&E LAND CLEARING INC
7040 SEMINOLE PRATT WHITNEY RD
LOXAHATCHEE FL 33470
Email : AELANCLCLEARING@AOL.COM
Cert.Valid From Date: 10/28/2009

Phone: 561-784-8525
Fax: 561-784-1617
Vendor:112087 SBE: Y
Cert.Valid To Date: 10/28/2012

ABC TRANSFER INC
307 E AZTEC AVE
CLEWISTON FL 33440
Email : JUAN@ABCTRANSFERINC.COM
Cert.Valid From Date: 09/24/2009

Phone: 863-983-1611
Fax: 863-983-6774
Vendor:117013 SBE: V
Cert.Valid To Date: 09/24/2012

BALLARD CONTRACTORS INC
PO BOX 2281
OKEECHOBEE FL 34973
Email :
Cert.Valid From Date: 01/28/2009

Phone: 772-216-5543
Fax:
Vendor:114182 SBE: Y
Cert.Valid To Date: 01/28/2012

BARRY LAND DEV OF SOUTHWEST
3455 PINE RIDGE RD STE 103
NAPLES FL 34109
Email : BARRYLANDDEV@AOL.COM
Cert.Valid From Date: 01/14/2009

Phone: 239-340-1529
Fax: 239-597-0318
Vendor:116004 SBE: Y
Cert.Valid To Date: 01/14/2012

C&L EXCAVATING INC
215 E SR 78
LAKEPORT FL 33471
Email : CAROLYNS@EMBARQMAIL.COM
Cert.Valid From Date: 07/30/2009

Phone: 863-227-2004
Fax: 863-946-2439
Vendor:102739 SBE: X
Cert.Valid To Date: 07/30/2012

CHIN DIESEL INC
9861 NW 3RD ST
PEMBROKE PINES FL 33024
Email : DETROITDSL@AOL.COM
Cert.Valid From Date: 02/26/2009

Phone: 786-229-3336
Fax: 305-949-1328
Vendor:115493 SBE: T
Cert.Valid To Date: 02/26/2012

CIGTON CONSTRCTN CORP
3800 S SR 7
MIRAMAR FL 33023
Email : CREOLAESTATESLLC@COMCAST.NET
Cert.Valid From Date: 11/02/2009

Phone: 954-681-9376
Fax: 954-443-0533
Vendor:117129 SBE: V
Cert.Valid To Date: 11/02/2012

CJ DISASTER REPAIR LLC
150 SW 5TH CT
POMPANO BEACH FL 33060
Email : CJDREPAIRS@AOL.COM
Cert.Valid From Date: 04/26/2011

Phone: 954-881-5001
Fax: 866-524-3265
Vendor:115157 SBE: Y
Cert.Valid To Date: 04/26/2014

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
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Page No #. 2

CKA LLC 1136 NEW YORK AVE ST CLOUD FL 34769 Email : KENNYCKA@EARTHLINK.NET Cert.Valid From Date: 10/20/2009	Phone: 407-709-2504 Fax: 407-641-9123 Vendor:114858 SBE: Y Cert.Valid To Date: 10/20/2012
COMMUNITY TREE & LANDSCAPE SVC INC 7315 PINE TREE LN WEST PALM BEACH FL 33406 Email : GTNOAKES@AOL.COM Cert.Valid From Date: 04/05/2010	Phone: 561-533-0183 Fax: 561-582-0875 Vendor:101361 SBE: Y Cert.Valid To Date: 04/05/2013
COMPLETE SVCS OF SOUTH FLORIDA INC 888 US HWY 441 SE OKEECHOBEE FL 34974 Email : COMPLETESERVICES17@COMCAST.NET Cert.Valid From Date: 04/19/2010	Phone: 863-532-9096 Fax: 863-467-7479 Vendor:102134 SBE: X Cert.Valid To Date: 04/19/2013
CONTRACT SITE SVCS INC 1331 WYNDCLIFF DR WELLINGTON FL 33414 Email : CSSITWB@AOL.COM Cert.Valid From Date: 12/28/2009	Phone: 561-793-4655 Fax: 561-753-6947 Vendor:101466 SBE: X Cert.Valid To Date: 12/28/2012
DC HIATT TRUCKING INC 2063 BLOUNT RD POMPANO BEACH FL 33069 Email : DCHINC@BELLSOUTH.NET Cert.Valid From Date: 02/11/2009	Phone: 954-978-6425 Fax: 954-972-6064 Vendor:105329 SBE: Y Cert.Valid To Date: 02/11/2012
DEERPARK DEV INC 1881 CORSICA DR WELLINGTON FL 33414 Email : JRUSBRIDGE@AOL.COM Cert.Valid From Date: 09/28/2009	Phone: 561-309-4302 Fax: 561-791-6990 Vendor:112538 SBE: Y Cert.Valid To Date: 09/28/2012
DEVLAND SITE INC 1302 WINGFIELD ST LAKE WORTH FL 33460 Email : DEVLAND6370@AOL.COM Cert.Valid From Date: 10/26/2009	Phone: 561-585-6370 Fax: 561-732-0106 Vendor:116667 SBE: T Cert.Valid To Date: 10/26/2012
DONS BOBCAT SVC INC 4809 LAKE KOTSA DR LAKE WALES FL 33898 Email : SLATERTIME@AOL.COM Cert.Valid From Date: 12/07/2010	Phone: 863-528-3157 Fax: 863-692-1243 Vendor:108612 SBE: Y Cert.Valid To Date: 12/07/2013
DOZIER & DOZIER CONSTRCTN INC 3932 NW 167TH ST MIAMI GARDENS FL 33054 Email : WDOZIER@DOZIERANDDOZIER.COM Cert.Valid From Date: 12/28/2009	Phone: 305-624-5274 Fax: 305-625-1452 Vendor:102278 SBE: T Cert.Valid To Date: 12/28/2012
EARTHWORKS OF NAPLES INC 2640 WHITE BLVD NAPLES FL 34117 Email :	Phone: 239-352-1804 Fax: 239-353-4126 Vendor:110981 SBE: Y

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

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Page No #. 3

Cert.Valid From Date: 10/21/2009

ECOSYSTEM TECHLGYS INC

2223 MCGREGOR BLVD

FT MYERS FL 33901

Email : DKROEGER@ETIFL.COM

Cert.Valid From Date: 07/16/2010

ED ACKELL TRUCKING INC

1769 SE MADISON ST

STUART FL 34997

Email : ACKELLFAMILY@COMCAST.NET

Cert.Valid From Date: 03/05/2009

ELLISON RBM INC

PO BOX 2422

LAKE WALES FL 33859-2422

Email : ELLISONRBM@AOL.COM

Cert.Valid From Date: 10/31/2008

EMMICK & SONS INC

PO BOX 1542

OKEECHOBEE FL 34973

Email : EMMICKS@EMBARQMAIL.COM

Cert.Valid From Date: 04/22/2010

ENVIRO TECH SYSTS INC

2308 S PARROTT AVE

OKEECHOBEE FL 34974

Email : ROYBL@ENVIRO-TECH.CC

Cert.Valid From Date: 11/22/2010

ENVIRON PROCESSING SYSTS INC

ONE SOUTH DR

MIAMI SPRINGS FL 33166

Email : ENVIROCO@AOL.COM

Cert.Valid From Date: 01/29/2009

FOREST HILL CONSTRCTN CO INC

17546 BEE LINE HWY

JUPITER FL 33468

Email : FORESTHILL@EARTHLINK.NET

Cert.Valid From Date: 03/25/2010

GLEN CONTRACTING INC

6570 SW 47TH CT

DAVIE FL 33314

Email : GLENTUPLER@BELLSOUTH.NET

Cert.Valid From Date: 04/01/2010

GOOGE EQUIP INC

2100 B RD

LOXAHATCHEE FL 33470

Email : WWGOOGETRANSPORT@AOL.COM

Cert.Valid From Date: 08/18/2009

Cert.Valid To Date: 10/21/2012

Phone: 239-337-5310

Fax: 239-337-4494

Vendor:114154 SBE: Y

Cert.Valid To Date: 07/16/2013

Phone: 772-285-7948

Fax: 772-283-1160

Vendor:113001 SBE: Y

Cert.Valid To Date: 03/05/2012

Phone: 863-679-5283

Fax: 863-679-3244

Vendor:105970 SBE: Y

Cert.Valid To Date: 10/31/2011

Phone: 863-697-6530

Fax: 863-467-8744

Vendor:110706 SBE: Y

Cert.Valid To Date: 04/22/2013

Phone: 863-763-3143

Fax: 863-763-1309

Vendor:114702 SBE: Y

Cert.Valid To Date: 11/22/2013

Phone: 305-885-1200

Fax:

Vendor:102836 SBE: V

Cert.Valid To Date: 01/29/2012

Phone: 561-790-2300

Fax: 561-799-5650

Vendor:100321 SBE: Y

Cert.Valid To Date: 03/25/2013

Phone: 954-298-8569

Fax: 954-583-0844

Vendor:113689 SBE: Y

Cert.Valid To Date: 04/01/2013

Phone: 561-793-8765

Fax: 561-795-9304

Vendor:104150 SBE: Y

Cert.Valid To Date: 08/18/2012

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
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Page No #. 4

HENDERSONS SANI SVC SYSTS INC 257 SE DR MARTIN LUTHER KING JR BELLE GLADE FL 33430 Email : KAY4167@AOL.COM Cert.Valid From Date: 01/27/2010	Phone: 561-996-2298 Fax: 561-996-8646 Vendor:104083 SBE: W Cert.Valid To Date: 01/27/2013
HOM PROPERTY MAINTENANCE CORP 7430 SW 163RD ST MIAMI FL 33157 Email : LAWNBIZZ@AOL.COM Cert.Valid From Date: 03/20/2009	Phone: 305-971-4165 Fax: 305-233-3178 Vendor:116290 SBE: V Cert.Valid To Date: 03/20/2012
HOMESTEAD CONCRETE & DRAINAGE INC PO BOX 1273 HOMESTEAD FL 33090 Email : ACORDERO@HOMESTEADCONCRETE.COM Cert.Valid From Date: 06/16/2009	Phone: 305-248-9649 Fax: 305-248-9650 Vendor:102158 SBE: V Cert.Valid To Date: 06/16/2012
JACQUELIN DAVIS ENTERPRISES LLC 509 BEATRICE ST VENICE FL 34285 Email : AJACQUELIN@VERIZON.NET Cert.Valid From Date: 12/23/2008	Phone: 863-228-1473 Fax: 941-485-0380 Vendor:115837 SBE: Y Cert.Valid To Date: 12/23/2011
JD SUNNY ISLE INC 801 CHELLO AVE NE PALM BAY FL 32905 Email : JASONWADSWORTH@GMAIL.COM Cert.Valid From Date: 11/18/2009	Phone: 321-508-4444 Fax: 321-724-0804 Vendor:114092 SBE: Y Cert.Valid To Date: 11/18/2012
JMS CONSTRCTN SVCS INC 4420 PETERS RD PLANTATION FL 33317 Email : Cert.Valid From Date: 07/01/2009	Phone: 954-797-7710 Fax: 954-791-7026 Vendor:116368 SBE: Y Cert.Valid To Date: 07/01/2012
JOHNSON LAND CLEARING INC 280 LAMANCHA AVE ROYAL PALM BEACH FL 33411 Email : JOHNSONLANDCLEAR@AOL.COM Cert.Valid From Date: 01/05/2009	Phone: 561-718-0566 Fax: 772-223-1931 Vendor:111989 SBE: Y Cert.Valid To Date: 01/05/2012
LENO DREDGING & HAULING INC 6600 NW 27TH AVE STE 119 MIAMI FL 33147 Email : Cert.Valid From Date: 03/25/2010	Phone: 305-835-8964 Fax: 305-835-0351 Vendor:103151 SBE: T Cert.Valid To Date: 03/25/2013
MACK & SON LLC 921 27TH ST WEST PALM BEACH FL 33407 Email : MACANDSON@BELLSOUTH.NET Cert.Valid From Date: 05/05/2010	Phone: 561-845-0717 Fax: 561-845-0171 Vendor:102105 SBE: T Cert.Valid To Date: 05/05/2013
MAGUIRES BOBCAT SVC INC 6868 NE 5TH ST OKEECHOBEE FL 34974 Email : MAYEVM21@EMBARQMAIL.COM	Phone: 772-263-1310 Fax: 863-763-3090 Vendor:117417 SBE: Y

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
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Cert.Valid From Date: 03/01/2010

MAGUIRES HAULING INC
6905 NE 2ND ST
OKEECHOBEE FL 34974
Email : STEELER07@EMBARQMAIL.COM
Cert.Valid From Date: 03/30/2011

MCINTYRE MAINTENANCE INC
26235 SW 130 PL
MIAMI FL 33032
Email : CEDRICMCINTYRE@BELLSOUTH.NET
Cert.Valid From Date: 06/21/2010

MOORE WALTERS & ASSOCS CONSTRCTN
4987 N UNIVERSITY DR STE 15B
LAUDERHILL FL 33351
Email : MOOREWALTERS@YAHOO.COM
Cert.Valid From Date: 12/08/2009

NTP SITE DEV INC
15604 SW 63 TER
MIAMI FL 33193
Email : NTPSITE@BELLSOUTH.NET
Cert.Valid From Date: 03/23/2010

OLD RENAISSANCE MAN INC THE
8295 PALOMINO DR
LAKE WORTH FL 33467
Email : THEOLDRENAISSANCEMANINC@YAHOO.COM
Cert.Valid From Date: 12/30/2009

PAC COMM INC
4226 SW 70TH CT
MIAMI FL 33155
Email : PACCOMMINC@BELLSOUTH.NET
Cert.Valid From Date: 11/12/2008

PAPPAS CONSTRCTN INC
12841 SW 66TH TER DR
MIAMI FL 33176
Email : BUILTBYPAPPAS@BELLSOUTH.NET
Cert.Valid From Date: 03/23/2011

PHILS EXPERT TREE SVC INC
4221 NW 71ST ST
COCONUT CREEK FL 33073
Email : PHILTREE@BELLSOUTH.NET
Cert.Valid From Date: 04/06/2010

PHOENIX HAYES INC
8100 BELVEDERE RD UNIT 2
WEST PALM BEACH FL 33411
Email : DANHAYES@PHOENIXHAYES.COM
Cert.Valid From Date: 10/14/2009

Cert.Valid To Date: 03/01/2013

Phone: 863-634-2944
Fax: 863-763-3891
Vendor:115056 SBE: Y

Cert.Valid To Date: 03/30/2014

Phone: 305-258-5590
Fax: 305-258-9447
Vendor:113598 SBE: Y

Cert.Valid To Date: 06/21/2013

Phone: 954-275-7210
Fax: 954-749-3380
Vendor:112675 SBE: T

Cert.Valid To Date: 12/08/2012

Phone: 305-387-2009
Fax: 305-752-3914
Vendor:112405 SBE: V

Cert.Valid To Date: 03/23/2013

Phone: 561-236-6108
Fax: 561-965-0224
Vendor:117269 SBE: X

Cert.Valid To Date: 12/30/2012

Phone: 305-381-5157
Fax: 305-357-7978
Vendor:115733 SBE: Y

Cert.Valid To Date: 11/12/2011

Phone: 305-496-7443
Fax: 305-387-1998
Vendor:114785 SBE: Y

Cert.Valid To Date: 03/23/2014

Phone: 954-789-5924
Fax: 954-757-5657
Vendor:117589 SBE: Y

Cert.Valid To Date: 04/06/2013

Phone: 561-718-9555
Fax: 561-791-3157
Vendor:100923 SBE: Y

Cert.Valid To Date: 10/14/2012

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Wednesday, June 01, 2011

Page No #. 6

PJS LAND CLEARING & EXCAVATING INC
9396 PINION DR
LAKE WORTH FL 33467
Email : PJSLAND1@BELLSOUTH.NET
Cert.Valid From Date: 09/22/2009

Phone: 561-740-9938
Fax: 561-740-9981
Vendor:103268 SBE: Y
Cert.Valid To Date: 09/22/2012

PMG PRODUCTS & SVCS INC
21187 BRAXFIELD LOOP
ESTERO FL 33928
Email : PIXIE10@COMCAST.NET
Cert.Valid From Date: 11/25/2008

Phone: 239-340-2673
Fax: 239-948-3126
Vendor:115698 SBE: Y
Cert.Valid To Date: 11/25/2011

QUICK SAND & FILL CORP
PO BOX 65-1069
MIAMI FL 33265
Email : JVIDAL@QUICKSANDANDFILL.COM
Cert.Valid From Date: 03/10/2010

Phone: 786-402-4156
Fax: 305-253-3125
Vendor:117491 SBE: X
Cert.Valid To Date: 03/10/2013

RALPH WHITE CO
PO BOX 827
WAVERLY FL 33877
Email : BRADRWC@AOL.COM
Cert.Valid From Date: 04/01/2010

Phone: 863-287-1864
Fax: 863-324-0904
Vendor:113281 SBE: Y
Cert.Valid To Date: 04/01/2013

RGS DEV CORP
8461 LAKE WORTH RD STE 129
LAKE WORTH FL 33467
Email : RGSDEVELOPMENT@BELLSOUTH.NET
Cert.Valid From Date: 08/07/2009

Phone: 561-340-1451
Fax: 561-847-2867
Vendor:116872 SBE: V
Cert.Valid To Date: 08/07/2012

RICKYS OIL SVC INC
PO BOX 669295
MIAMI FL 33166
Email : PENNY@RICKYSOIL.COM
Cert.Valid From Date: 08/30/2010

Phone: 954-325-0828
Fax: 305-887-2800
Vendor:100346 SBE: Y
Cert.Valid To Date: 08/30/2013

RO GO TRUCKING INC
2400 SUNDERLAND AVE
WELLINGTON FL 33414
Email : GONZALEZROGO@AOL.COM
Cert.Valid From Date: 02/01/2011

Phone: 561-685-2175
Fax: 561-793-3740
Vendor:101885 SBE: V
Cert.Valid To Date: 02/01/2014

RON'S TRACTOR MOWING & HYDRO AX SVCS
4520 KAISER AVE
ST CLOUD FL 34772
Email : RTM-INC@COMCAST.NET
Cert.Valid From Date: 10/23/2009

Phone: 407-957-4122
Fax: 407-891-0374
Vendor:117086 SBE: Y
Cert.Valid To Date: 10/23/2012

RS CONSTRCTN OF SOUTHWEST FLORIDA
7173 SW CR 769
ARCADIA FL 34269
Email : FRAN-RAY@COMCAST.NET
Cert.Valid From Date: 01/06/2009

Phone: 941-628-6407
Fax: 941-235-3624
Vendor:115949 SBE: Y
Cert.Valid To Date: 01/06/2012

S GRP INC
1470 N CONGRESS AVE STE 119
WEST PALM BEACH FL 33409
Email : ASANCHEZ@SGROUPINC.NET

Phone: 561-688-2295
Fax: 561-688-2298
Vendor:114695 SBE: V

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Wednesday, June 01, 2011

Page No #. 7

Cert.Valid From Date: 10/22/2010

SOUTH FLORIDA LAND CLEARING INC
15701 ORANGE AVE
FT PIERCE FL 34945
Email : SFLCGW@GMAIL.COM
Cert.Valid From Date: 03/22/2010

SOUTHERN PIPELINE INC
10594 TAMIS TRL
LAKE WORTH FL 33449
Email : FOX-DOUG@ATT.NET
Cert.Valid From Date: 01/30/2009

SOUTHERN TRANSPORT & EQUIP INC
18465 49TH ST N
LOXAHATCHEE FL 33470
Email : SOTRANSPORT@AOL.COM
Cert.Valid From Date: 02/24/2010

SPARKLING GEM CLEANING ECT
PO BOX 372
JUPITER FL 33468
Email : SPARKLINGGEMCLEANING@YAHOO.COM
Cert.Valid From Date: 03/13/2009

SPEEDY ROOTER INC
2196 SPAFFORD AVE
WEST PALM BEACH FL 33409
Email : JLOPEZ@SPEEDYROOTERINC.COM
Cert.Valid From Date: 06/10/2008

STAD REAL ESTATE DEV CORP
PO BOX 015226
MIAMI FL 33101
Email : HENDRIK@SREDC.COM
Cert.Valid From Date: 12/03/2009

TELEHAR CORP
1000 SW 15TH ST
OKEECHOBEE FL 34974-4956
Email : TELEHARCORP@AOL.COM
Cert.Valid From Date: 06/20/2008

TONYS TREE SVC INC
10182 SE WILLIAMS DR
HOBE SOUND FL 33455
Email : TONYKBTP@COMCAST.NET
Cert.Valid From Date: 10/22/2009

TSI DISASTER RECOVERY LLC
4130 CANOE CREEK RD
ST CLOUD FL 34772
Email : TSIDISASTER@EMBARQMAIL.COM
Cert.Valid From Date: 10/23/2009

Cert.Valid To Date: 10/22/2013

Phone: 772-461-9966
Fax: 772-461-9523
Vendor:112045 SBE: Y

Cert.Valid To Date: 03/22/2013

Phone: 561-439-3755
Fax: 561-439-0571
Vendor:116075 SBE: Y

Cert.Valid To Date: 01/30/2012

Phone: 561-790-0406
Fax: 561-790-0562
Vendor:102160 SBE: T

Cert.Valid To Date: 02/24/2013

Phone: 561-401-5392
Fax:
Vendor:116269 SBE: T

Cert.Valid To Date: 03/13/2012

Phone: 561-434-4171
Fax: 561-712-8045
Vendor:115122 SBE: Y

Cert.Valid To Date: 06/09/2011

Phone: 305-987-1773
Fax: 305-675-8511
Vendor:117183 SBE: T

Cert.Valid To Date: 12/03/2012

Phone: 863-634-7752
Fax: 863-467-5328
Vendor:100287 SBE: Y

Cert.Valid To Date: 06/19/2011

Phone: 772-546-0211
Fax: 772-546-2447
Vendor:102831 SBE: T

Cert.Valid To Date: 10/22/2012

Phone: 407-891-8005
Fax: 407-891-9005
Vendor:117079 SBE: Y

Cert.Valid To Date: 10/23/2012

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Wednesday, June 01, 2011

Page No #. 8

VANCE CONSTRCTN CO THE PO BOX 4592 WEST PALM BEACH FL 33402 Email : VANCECOCJ@AOL.COM Cert.Valid From Date: 02/20/2009	Phone: 561-650-0016 Fax: 561-650-8147 Vendor:113099 SBE: Y Cert.Valid To Date: 02/20/2012
VTV LLC 13780 SMITH SUNDY RD DELRAY BEACH FL 33446 Email : MAXIMUMSERVICES@BELLSOUTH.NET Cert.Valid From Date: 08/11/2010	Phone: 561-495-8006 Fax: 561-495-1002 Vendor:114001 SBE: Y Cert.Valid To Date: 08/11/2013
WESTBROOKS ENTERPRISES INC 6141 SW 51ST CT DAVIE FL 33314 Email : DEEWSYK@COMCAST.NET Cert.Valid From Date: 10/14/2009	Phone: 954-557-2519 Fax: 954-587-6502 Vendor:117024 SBE: T Cert.Valid To Date: 10/14/2012
ZFI ENGRG & CONSTRCTN INC 651 DANVILLE DR STE 100 ORLANDO FL 32825 Email : GENERAL@ZF-INC.COM Cert.Valid From Date: 09/01/2009	Phone: 407-281-1100 Fax: 407-281-1108 Vendor:104097 SBE: U Cert.Valid To Date: 09/01/2012
TREE AND SHRUB REMOVAL SERVICES	968-88
3 RS EQUIP INC PO BOX 113 BONITA SPRINGS FL 34133 Email : Cert.Valid From Date: 01/21/2009	Phone: 239-597-0093 Fax: 239-597-0095 Vendor:100591 SBE: Y Cert.Valid To Date: 01/21/2012
A&A FONTE INC 12963 W OKEECHOBEE RD UNIT 8 HIALEAH GARDENS FL 33018 Email : ANDRESFONTE@AAFONTE.COM Cert.Valid From Date: 07/21/2009	Phone: 305-512-4739 Fax: 305-512-4759 Vendor:116809 SBE: Y Cert.Valid To Date: 07/21/2012
ABC TRANSFER INC 307 E AZTEC AVE CLEWISTON FL 33440 Email : JUAN@ABCTRANSFERINC.COM Cert.Valid From Date: 09/24/2009	Phone: 863-983-1611 Fax: 863-983-6774 Vendor:117013 SBE: V Cert.Valid To Date: 09/24/2012
ACE GRADING SVC INC 940 11TH ST SW NAPLES FL 34117 Email : ACEGRADING@AOL.COM Cert.Valid From Date: 01/14/2010	Phone: 239-352-9590 Fax: 239-352-9227 Vendor:112947 SBE: Y Cert.Valid To Date: 01/14/2013
ADVANCED VEGETATION MGMT LLC 110 OAK DR CLEWISTON FL 33440 Email : MIKE@4AVM.COM Cert.Valid From Date: 07/30/2008	Phone: 863-228-5517 Fax: 863-983-6310 Vendor:115474 SBE: Y Cert.Valid To Date: 07/29/2011

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

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Page No #. 9

AEC GENERAL INC PO BOX 1986 LEHIGH ACRES FL 33970 Email : Cert.Valid From Date: 12/04/2008	Phone: 239-479-6269 Fax: 239-332-0182 Vendor:106578 SBE: Y Cert.Valid To Date: 12/04/2011
ALL FLORIDA TREE & LANDSCAPE INC 5855 NW 47TH PL CORAL SPRINGS FL 33067 Email : ALLFLORIDATREE@YAHOO.COM Cert.Valid From Date: 11/23/2009	Phone: 954-753-6292 Fax: 954-509-9049 Vendor:111111 SBE: Y Cert.Valid To Date: 11/23/2012
AMERCN CONTRACTOR & TECHLGY INC 1101 GULF BREEZE PKWY STE 315 GULF BREEZE FL 32561 Email : Cert.Valid From Date: 03/02/2010	Phone: 850-932-9775 Fax: 321-415-0215 Vendor:117435 SBE: W Cert.Valid To Date: 03/02/2013
AQUATIC PLANT MGMT INC PO BOX 477 VENUS FL 33960 Email : AQUATICPLANTMANAGEMENT@HOTMAIL.COM Cert.Valid From Date: 06/10/2010	Phone: 954-444-1379 Fax: 863-699-6093 Vendor:101892 SBE: V Cert.Valid To Date: 06/10/2013
ASMUSSEN ENGRG LLC PO BOX 1998 OKEECHOBEE FL 34973 Email : LASMUSSE@EMBARQMAIL.COM Cert.Valid From Date: 01/14/2009	Phone: 863-763-8546 Fax: 863-467-8560 Vendor:106569 SBE: Y Cert.Valid To Date: 01/14/2013
B&G PROPERTY MAINTENANCE INC 17861 SW 113TH CT MIAMI FL 33173 Email : BANDGPROPERTYMAINTENANCE@YAHOO.COM Cert.Valid From Date: 05/05/2009	Phone: 305-370-8175 Fax: 305-279-0429 Vendor:110255 SBE: V Cert.Valid To Date: 05/05/2012
BACK BAY AQUATICS CORP 2219 NE 17TH AVE WILTON MANORS FL 33305 Email : LISA@BACKBAYAQUATICS.COM Cert.Valid From Date: 05/04/2009	Phone: 954-816-6511 Fax: 954-561-6988 Vendor:116314 SBE: X Cert.Valid To Date: 05/04/2012
BCPEABODY CONSTRCTN SVCS INC 509 GUI SANDO DE AVILLA STE 100 TAMPA FL 33613 Email : ANDREWGOETZ@BCPEABODY.COM Cert.Valid From Date: 05/24/2010	Phone: 772-359-7206 Fax: 813-961-9300 Vendor:114791 SBE: Y Cert.Valid To Date: 05/14/2013
BETANCOURT CONSTRCTN INC 10461 SW 16TH PL DAVIE FL 33324 Email : MICHAEL@BETANCOURTCONSTRUCTION.COM Cert.Valid From Date: 08/25/2009	Phone: 954-640-4400 Fax: 954-640-4401 Vendor:115681 SBE: V Cert.Valid To Date: 08/25/2012
BG GRP LLC THE 1140 HOLLAND DR STE 19 BOCA RATON FL 33487 Email : IVY@THEBGGROUP.NET	Phone: 561-998-7997 Fax: 561-998-8815 Vendor:105902 SBE: X

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Wednesday, June 01, 2011

Page No #. 10

Cert.Valid From Date: 09/03/2010

BOYS ENGRG II INC
2625 W 78TH ST STE 2
HIALEAH FL 33016
Email : BOYSENGINEERING@AOL.COM
Cert.Valid From Date: 10/23/2009

BRANCE DIVERSIFIED INC
14664 DIAMOND RANCH LN
JACKSONVILLE FL 32234
Email : FFRANKEN@BRANCEDIVERSIFIED.COM
Cert.Valid From Date: 10/19/2009

C&L EXCAVATING INC
215 E SR 78
LAKEPORT FL 33471
Email : CAROLYNS@EMBARQMAIL.COM
Cert.Valid From Date: 07/30/2009

C&N ENVIRON CONSULTANTS INC
612 N ORANGE AVE STE A10
JUPITER FL 33458
Email : CHERYLC@CNENVIRO.COM
Cert.Valid From Date: 01/04/2010

CAVACHE INDUSTRIES INC
1000 CORAL CT
BOYNTON BEACH FL 33426
Email : ANTHONY@CAVACHE.COM
Cert.Valid From Date: 01/12/2009

CDL EARTH MOVING & PAVING CORP
7655 ENTERPRISE DR #A3
WEST PALM BEACH FL 33404
Email : CDLEARTHMOVING@BELLSOUTH.NET
Cert.Valid From Date: 06/26/2008

CHANDLER LAND DEV CORP
3310 HANSON ST
FT MYERS FL 33916-7513
Email : LUKEC@CHANDLER-LAND.COM
Cert.Valid From Date: 03/23/2010

CHAPLES TRACTOR & AGRICULTURAL SVCS
5901 SW 160TH AVE
FT LAUDERDALE FL 33331
Email : GAICHAPLES@GMAIL.COM
Cert.Valid From Date: 02/16/2011

CHESTERFIELD PROPERTIES INC
601 N MAGNOLIA AVE STE 300
ORLANDO FL 32801
Email : TGINTHER@LIQUIDGRASS.NET
Cert.Valid From Date: 03/23/2010

Cert.Valid To Date: 09/03/2013

Phone: 786-639-0689
Fax: 786-639-0690
Vendor:117076 SBE: Y

Cert.Valid To Date: 10/23/2012

Phone: 904-748-0050
Fax: 904-748-0049
Vendor:115928 SBE: Y

Cert.Valid To Date: 10/19/2012

Phone: 863-227-2004
Fax: 863-946-2439
Vendor:102739 SBE: X

Cert.Valid To Date: 07/30/2012

Phone: 561-744-7420
Fax: 561-744-2887
Vendor:101291 SBE: X

Cert.Valid To Date: 01/04/2013

Phone: 954-347-8788
Fax: 561-740-7373
Vendor:114849 SBE: Y

Cert.Valid To Date: 01/12/2012

Phone: 561-791-8271
Fax: 561-791-8273
Vendor:115333 SBE: Y

Cert.Valid To Date: 06/25/2011

Phone: 239-334-4953
Fax: 239-334-4957
Vendor:111215 SBE: Y

Cert.Valid To Date: 03/23/2013

Phone: 954-325-1220
Fax: 954-434-5812
Vendor:102458 SBE: X

Cert.Valid To Date: 02/16/2014

Phone: 407-650-9964
Fax: 407-470-1400
Vendor:109118 SBE: V

Cert.Valid To Date: 03/23/2013

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Wednesday, June 01, 2011

Page No #. 11

CIVIL CONSTRCTN TECHLGYS INC 3100 NW BOCA RATON BLVD #216 BOCA RATON FL 33431 Email : CIVILCONSTRUCTEC@AOL.COM Cert.Valid From Date: 11/05/2008	Phone: 561-620-8805 Fax: 561-620-9336 Vendor:115806 SBE: X Cert.Valid To Date: 11/05/2011
CJ DISASTER REPAIR LLC 150 SW 5TH CT POMPANO BEACH FL 33060 Email : CJDREPAIRS@AOL.COM Cert.Valid From Date: 04/26/2011	Phone: 954-881-5001 Fax: 866-524-3265 Vendor:115157 SBE: Y Cert.Valid To Date: 04/26/2014
CLARYS SITEWORK & DEV INC 4461A HANCOCK BRIDGE PKWY NORTH FT MYERS FL 33903 Email : JLCLARY@CLARYSITEWORK.COM Cert.Valid From Date: 08/12/2009	Phone: 239-997-4004 Fax: 239-997-0411 Vendor:110497 SBE: Y Cert.Valid To Date: 08/12/2012
CLAUDE G WILLIAMS JR CONSTRCTN INC 26660 SW MARTIN HWY OKEECHOBEE FL 34974 Email : CGWCONSTR@ONEARROW.NET Cert.Valid From Date: 09/29/2009	Phone: 772-597-4001 Fax: 772-597-3999 Vendor:109543 SBE: Y Cert.Valid To Date: 09/29/2012
CLEAR ZONE MAINTENANCE INC 7300 4TH ST VERO BEACH FL 32968-9577 Email : Cert.Valid From Date: 12/01/2009	Phone: 772-567-4566 Fax: 772-562-9986 Vendor:101612 SBE: Y Cert.Valid To Date: 12/01/2012
CLIFFS TRUCKING INC 3100 FAIRLANE FARMS RD WELLINGTON FL 33414 Email : PARKJIM@CLIFFSTRUCKING.COM Cert.Valid From Date: 09/15/2009	Phone: 561-793-0322 Fax: 561-753-3792 Vendor:112658 SBE: Y Cert.Valid To Date: 09/15/2012
COASTWISE INC 19610 SW 89TH AVE MIAMI FL 33157 Email : COASTWISECORP@BELLSOUTH.NET Cert.Valid From Date: 06/17/2009	Phone: 305-281-5536 Fax: 305-232-4934 Vendor:113052 SBE: Y Cert.Valid To Date: 06/17/2012
COMMUNITY TREE & LANDSCAPE SVC INC 7315 PINE TREE LN WEST PALM BEACH FL 33406 Email : GTNOAKES@AOL.COM Cert.Valid From Date: 04/05/2010	Phone: 561-533-0183 Fax: 561-582-0875 Vendor:101361 SBE: Y Cert.Valid To Date: 04/05/2013
COMPASS CONSTRCTN LLC 1450 SW 86TH AVE OKEECHOBEE FL 34974 Email : DARRELL@COMPASSCONSTRUCTIONLLC.COM Cert.Valid From Date: 03/11/2009	Phone: 863-824-3478 Fax: 863-824-0273 Vendor:116150 SBE: Y Cert.Valid To Date: 03/11/2012
CONSTRCTN SPECIALISTS OF 16800 ORANGE BLVD LOXAHATCHEE FL 33470 Email : CSPBINC@AOL.COM	Phone: 954-648-2962 Fax: 561-793-4169 Vendor:114774 SBE: X

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Wednesday, June 01, 2011

Page No #. 12

Cert.Valid From Date: 01/24/2011

Cert.Valid To Date: 01/24/2014

CONTRACT SITE SVCS INC

1331 WYNDCLIFF DR

WELLINGTON FL 33414

Email : CSSITWB@AOL.COM

Cert.Valid From Date: 12/28/2009

Phone: 561-793-4655

Fax: 561-753-6947

Vendor:101466 SBE: X

Cert.Valid To Date: 12/28/2012

CONTRACTORS SUPPORT SVCS INC

12773 W FOREST HILL BLVD STE 208

WELLINGTON FL 33414

Email : CSSERVICES@BELLSOUTH.NET

Cert.Valid From Date: 09/23/2009

Phone: 561-784-9200

Fax: 561-784-9222

Vendor:112369 SBE: Y

Cert.Valid To Date: 09/23/2012

COOPER TIMBER HARVESTNG INC

2056 NE NEWBERRY DR

ARCADIA FL 34266

Email : COOPERTIMBERHARV@YAHOO.COM

Cert.Valid From Date: 10/11/2008

Phone: 863-494-0240

Fax: 863-494-7118

Vendor:114838 SBE: Y

Cert.Valid To Date: 10/10/2011

CORE CONSTRCTN GRP INC

1126 S DIVISION AVE STE C

ORLANDO FL 32805

Email : CCGIF@YAHOO.COM

Cert.Valid From Date: 10/22/2009

Phone: 321-229-2179

Fax: 407-428-9584

Vendor:117115 SBE: Y

Cert.Valid To Date: 10/22/2012

COUNTRY CLUB SVCS INC

749 NE 70TH ST

BOCA RATON FL 33487

Email : DARFISH@AOL.COM

Cert.Valid From Date: 10/05/2010

Phone: 561-756-0068

Fax: 561-994-6861

Vendor:116504 SBE: Y

Cert.Valid To Date: 10/05/2013

CRODON INC

10900 SW 105TH AVE

MIAMI FL 33176

Email : CMD590@COMCAST.NET

Cert.Valid From Date: 10/08/2009

Phone: 305-794-7499

Fax: 305-274-1550

Vendor:114512 SBE: Y

Cert.Valid To Date: 10/08/2012

DAVE FOOTE ENVIRON CONSTRCTN INC

6091 GREENBRIAR FARMS RD

FT MYERS FL 33905

Email : DAWNFOOTE@EMBARQMAIL.COM

Cert.Valid From Date: 05/14/2009

Phone: 239-369-6146

Fax: 239-369-7516

Vendor:102953 SBE: Y

Cert.Valid To Date: 05/14/2012

DAVES EXCAVATING INC

19799 GOIN OUTBACK DR

ALVA FL 33920

Email : NIKLYN316@AOL.COM

Cert.Valid From Date: 12/03/2008

Phone: 239-633-1783

Fax: 239-728-6559

Vendor:115688 SBE: Y

Cert.Valid To Date: 12/03/2011

DC HIATT TRUCKING INC

2063 BLOUNT RD

POMPANO BEACH FL 33069

Email : DCHINC@BELLSOUTH.NET

Cert.Valid From Date: 02/11/2009

Phone: 954-978-6425

Fax: 954-972-6064

Vendor:105329 SBE: Y

Cert.Valid To Date: 02/11/2012

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Wednesday, June 01, 2011

Page No #. 13

DEE GRIFFIN EARTHWORKS INC 335 53RD DR N WEST PALM BEACH FL 33415 Email : EARTHWORKS@BELLSOUTH.NET Cert.Valid From Date: 08/11/2010	Phone: 561-683-1116 Fax: 561-471-3434 Vendor:117906 SBE: W Cert.Valid To Date: 08/11/2013
DEVLAND SITE INC 1302 WINGFIELD ST LAKE WORTH FL 33460 Email : DEVLAND6370@AOL.COM Cert.Valid From Date: 10/26/2009	Phone: 561-585-6370 Fax: 561-732-0106 Vendor:116667 SBE: T Cert.Valid To Date: 10/26/2012
DONS BOBCAT SVC INC 4809 LAKE KOTSA DR LAKE WALES FL 33898 Email : SLATERTIME@AOL.COM Cert.Valid From Date: 12/07/2010	Phone: 863-528-3157 Fax: 863-692-1243 Vendor:108612 SBE: Y Cert.Valid To Date: 12/07/2013
DOZIER & DOZIER CONSTRCTN INC 3932 NW 167TH ST MIAMI GARDENS FL 33054 Email : WDOZIER@DOZIERANDDOZIER.COM Cert.Valid From Date: 12/28/2009	Phone: 305-624-5274 Fax: 305-625-1452 Vendor:102278 SBE: T Cert.Valid To Date: 12/28/2012
DRD ENTERPRISES INC OF DAVIE 858 NW 81ST TER FT LAUDERDALE FL 33324 Email : LUNARCON@AOL.COM Cert.Valid From Date: 01/20/2010	Phone: 954-370-7944 Fax: 954-337-2837 Vendor:106850 SBE: Y Cert.Valid To Date: 01/20/2013
EAST COAST BOBCAT INC 13441 HWY 441 SE OKEECHOBEE FL 34974 Email : EASTCOASTBOBCAT@EARTHLINK.NET Cert.Valid From Date: 10/02/2008	Phone: 863-357-2274 Fax: 863-357-2294 Vendor:115664 SBE: Y Cert.Valid To Date: 10/02/2011
EAST COAST RIGHT OF WAY MAINTENANCE 200 STEWART RD ANDREWS NC 28901 Email : HELOBOBS@GMAIL.COM Cert.Valid From Date: 10/12/2010	Phone: 828-321-1379 Fax: 828-321-1382 Vendor:113763 SBE: Y Cert.Valid To Date: 10/12/2013
ECOSYSTEM TECHLGYS INC 2223 MCGREGOR BLVD FT MYERS FL 33901 Email : DKROEGER@ETIFL.COM Cert.Valid From Date: 07/16/2010	Phone: 239-337-5310 Fax: 239-337-4494 Vendor:114154 SBE: Y Cert.Valid To Date: 07/16/2013
EHC INC 1360 RAILHEAD BLVD NAPLES FL 34110 Email : ESTIMATING@EHCINCWEB.COM Cert.Valid From Date: 01/11/2011	Phone: 239-254-6050 Fax: 239-592-0877 Vendor:105675 SBE: Y Cert.Valid To Date: 01/11/2014
EMMICK & SONS INC PO BOX 1542 OKEECHOBEE FL 34973 Email : EMMICKS@EMBARQMAIL.COM	Phone: 863-697-6530 Fax: 863-467-8744 Vendor:110706 SBE: Y

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Wednesday, June 01, 2011

Page No #. 14

Cert.Valid From Date: 04/22/2010

ENVIRON LAND DEV INC
6381 PETERSON RD
FT PIERCE FL 34947

Email : ELDINC2004@GMAIL.COM

Cert.Valid From Date: 04/07/2009

ENVIRON PROCESSING SYSTS INC
ONE SOUTH DR

MIAMI SPRINGS FL 33166

Email : ENVIROCO@AOL.COM

Cert.Valid From Date: 01/29/2009

ENVIRON QUALITY INC

212 US HWY 1 STE 18

TEQUESTA FL 33469

Email : KMURRAY@EQ-INC.COM

Cert.Valid From Date: 12/16/2009

ENVIRON RESTORATION CONSULTANTS INC

24571 REDFISH ST

BONITA SPRINGS FL 34134

Email : ERCINC@COMCAST.NET

Cert.Valid From Date: 05/12/2009

EXCAVA INC

841 NW 9TH AVE

DANIA BEACH FL 33004

Email : EXCAVA@COMCAST.NET

Cert.Valid From Date: 02/25/2011

EXOTIC VEGETATION MGMT INC

PO BOX 8039

JUPITER FL 33468-8039

Email : EXOTICVEGETATION@AOL.COM

Cert.Valid From Date: 11/16/2009

FINISH LINE SITE DEV LLC

1535 CYPRESS DR STE 2

JUPITER FL 33469

Email : FINISHLINESD@MSN.COM

Cert.Valid From Date: 05/05/2010

FLAVE A WILLIAMS III DOZER SVC INC

14717 HAYS RD

SPRING HILL FL 34610

Email : NWILLIAMS@FLAWEWILLIAMSDOZERSERVICE.COM

Cert.Valid From Date: 04/27/2009

FLORIDA BEST INC OF HAINES CITY

PO BOX 91

HAINES CITY FL 33845

Email :

Cert.Valid From Date: 03/02/2009

Cert.Valid To Date: 04/22/2013

Phone: 772-519-6278

Fax: 772-462-2208

Vendor:115599 SBE: Y

Cert.Valid To Date: 04/07/2012

Phone: 305-885-1200

Fax:

Vendor:102836 SBE: V

Cert.Valid To Date: 01/29/2012

Phone: 561-575-6778

Fax: 561-575-9996

Vendor:100670 SBE: X

Cert.Valid To Date: 12/16/2012

Phone: 239-287-2706

Fax: 236-992-0086

Vendor:116528 SBE: Y

Cert.Valid To Date: 05/12/2012

Phone: 954-336-3892

Fax:

Vendor:104821 SBE: Y

Cert.Valid To Date: 02/25/2014

Phone: 561-379-2356

Fax: 561-743-3359

Vendor:109951 SBE: X

Cert.Valid To Date: 11/16/2012

Phone: 772-201-1556

Fax: 561-747-9800

Vendor:113597 SBE: Y

Cert.Valid To Date: 05/05/2013

Phone: 727-856-3765

Fax: 727-856-6298

Vendor:116481 SBE: X

Cert.Valid To Date: 04/27/2012

Phone: 407-383-7256

Fax: 863-438-8670

Vendor:113560 SBE: Y

Cert.Valid To Date: 03/02/2012

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
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Page No #. 15

FLORIDA EROSION CONTROL LLC
16032 78TH RD N
LOXAHATCHEE FL 33470
Email : RHONDAQMENT@BELLSOUTH.NET
Cert.Valid From Date: 12/11/2008

Phone: 561-656-1545
Fax: 561-656-1544
Vendor:115781 SBE: Y
Cert.Valid To Date: 12/11/2011

FOREST HILL CONSTRCTN CO INC
17546 BEE LINE HWY
JUPITER FL 33468
Email : FORESTHILL@EARTHLINK.NET
Cert.Valid From Date: 03/25/2010

Phone: 561-790-2300
Fax: 561-799-5650
Vendor:100321 SBE: Y
Cert.Valid To Date: 03/25/2013

FORESTRY RESOURCES ECOLOGICAL INC
4353 MICHIGAN LINK
FT MYERS FL 33916
Email : RJOYCE@FRI-ECO.COM
Cert.Valid From Date: 10/14/2009

Phone: 239-334-2493
Fax: 239-334-1723
Vendor:103544 SBE: Y
Cert.Valid To Date: 10/14/2012

GATOR GRADING & EXCAVATING LLC
1880W 10TH ST STE 104
RIVIERA BEACH FL 33404
Email : HBC314@YAHOO.COM
Cert.Valid From Date: 06/30/2009

Phone: 561-881-5512
Fax: 561-881-5612
Vendor:109558 SBE: X
Cert.Valid To Date: 06/30/2012

GBA CONSTRCTN & DEV GRP INC
15240 SW 160TH ST
MIAMI FL 33187
Email : GBAGROUP@NETZERO.COM
Cert.Valid From Date: 05/25/2010

Phone: 786-295-4641
Fax: 786-242-5446
Vendor:114049 SBE: Y
Cert.Valid To Date: 05/25/2013

GLADES ENVIRONMENT INC
1557 CR 29
LAKE PLACID FL 33852
Email : GLADES@VISTANET.NET
Cert.Valid From Date: 10/23/2009

Phone: 863-699-6444
Fax: 863-699-9114
Vendor:106123 SBE: Y
Cert.Valid To Date: 10/23/2012

GLEN CONTRACTING INC
6570 SW 47TH CT
DAVIE FL 33314
Email : GLENTUPLER@BELLSOUTH.NET
Cert.Valid From Date: 04/01/2010

Phone: 954-298-8569
Fax: 954-583-0844
Vendor:113689 SBE: Y
Cert.Valid To Date: 04/01/2013

GROUNDTEK OF CENTRAL FLORIDA INC
862 MAGUIRE RD
OCOE FL 34761
Email :
Cert.Valid From Date: 08/20/2009

Phone: 407-877-7473
Fax: 407-877-8670
Vendor:102669 SBE: V
Cert.Valid To Date: 08/20/2012

GULFSTREAM RESTORATION & CONSTRCTN
1809 S POWERLINE RD STE 107
DEERFIELD BEACH FL 33442
Email : KELLY@GULFSTREAMCONST.COM
Cert.Valid From Date: 11/02/2009

Phone: 866-440-2565
Fax: 866-440-2566
Vendor:117104 SBE: Y
Cert.Valid To Date: 11/02/2012

HABANA EXCAVATING INC
2415 CECIELE AVE UNIT D
WEST PALM BEACH FL 33417
Email : HABANAEXCAVATING@COMCAST.NET

Phone: 561-689-0058
Fax: 561-689-9603
Vendor:108362 SBE: V

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
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Cert.Valid From Date: 10/08/2009

HABITAT RESTORATION RESOURCES INC
PO BOX 1267
NOKOMIS FL 34274-1267
Email : CJOHNS@HABITATRR.COM
Cert.Valid From Date: 08/02/2008

HAINÉ LANDSCAPES INC
8400 NICHOLLS PT
WEST PALM BEACH FL 33411
Email : JEREMY@HAINELANDSCAPES.COM
Cert.Valid From Date: 04/22/2010

HG CONSTRCTN DEV & INVESTMENT INC
10507 SW 78 ST
MIAMI FL 33173
Email : HGCONSTRUCTION@BELLSOUTH.NET
Cert.Valid From Date: 06/24/2008

HOM PROPERTY MAINTENANCE CORP
7430 SW 163RD ST
MIAMI FL 33157
Email : LAWNBIZZ@AOL.COM
Cert.Valid From Date: 03/20/2009

HOMESTEAD CONCRETE & DRAINAGE INC
PO BOX 1273
HOMESTEAD FL 33090
Email : ACORDERO@HOMESTEADCONCRETE.COM
Cert.Valid From Date: 06/16/2009

IICON CONTRACTORS CORP
123 N KROME AVE STE 206
HOMESTEAD FL 33030
Email : IAN.IGLESIAS@IICONCONTRACTORS.COM
Cert.Valid From Date: 09/14/2009

IRBY EQUIP INC
10750 SW FOXBROWN RD
INDIANTOWN FL 34956
Email : CAROLJIRBY@AOL.COM
Cert.Valid From Date: 11/12/2009

JACKSON MASONRY INC
30 NE 146 ST
NORTH MIAMI FL 33161
Email : EVORALJACKSON@GMAIL.COM
Cert.Valid From Date: 05/25/2010

JEFF DOUGLAS ENTERPRISES INC
14151 US HWY 441 SE
OKEECHOBEE FL 34974
Email : JDEI@LIVE.COM
Cert.Valid From Date: 04/14/2009

Cert.Valid To Date: 10/08/2012

Phone: 239-443-7939
Fax: 941-445-5610
Vendor:104013 SBE: X

Cert.Valid To Date: 08/01/2011

Phone: 561-792-2773
Fax: 561-792-7750
Vendor:110238 SBE: Y

Cert.Valid To Date: 04/22/2013

Phone: 786-325-9121
Fax:
Vendor:115364 SBE: Y

Cert.Valid To Date: 06/23/2011

Phone: 305-971-4165
Fax: 305-233-3178
Vendor:116290 SBE: V

Cert.Valid To Date: 03/20/2012

Phone: 305-248-9649
Fax: 305-248-9650
Vendor:102158 SBE: V

Cert.Valid To Date: 06/16/2012

Phone: 305-245-1700
Fax: 305-245-7200
Vendor:110501 SBE: V

Cert.Valid To Date: 09/14/2012

Phone: 772-260-3119
Fax: 772-597-3119
Vendor:112678 SBE: Y

Cert.Valid To Date: 11/12/2012

Phone: 305-949-4700
Fax: 305-949-5144
Vendor:113687 SBE: Y

Cert.Valid To Date: 05/25/2013

Phone: 863-634-7416
Fax: 863-763-4945
Vendor:116419 SBE: Y

Cert.Valid To Date: 04/14/2012

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JOBSCO ENTERPRISES INC PO BOX 157 LABELLE FL 33975 Email : JOBCO-ENT@HOTMAIL.COM Cert.Valid From Date: 01/04/2010	Phone: 863-675-3505 Fax: 863-675-0287 Vendor:113079 SBE: Y Cert.Valid To Date: 01/04/2013
JOHNSON LAND CLEARING INC 280 LAMANCHA AVE ROYAL PALM BEACH FL 33411 Email : JOHNSONLANDCLEAR@AOL.COM Cert.Valid From Date: 01/05/2009	Phone: 561-718-0566 Fax: 772-223-1931 Vendor:111989 SBE: Y Cert.Valid To Date: 01/05/2012
KIMBERLY ANN BROWN & ASSOCS 2841 N OCEAN BLVD STE 905 FT LAUDERDALE FL 33308 Email : kabainc@bellsouth.net Cert.Valid From Date: 06/25/2009	Phone: 954-567-3497 Fax: 954-567-2549 Vendor:105115 SBE: X Cert.Valid To Date: 06/25/2012
KST CONSTRCTN INC 3283 NW 32ND AVE OKEECHOBEE FL 34972 Email : KST@EMBARQMAIL.COM Cert.Valid From Date: 04/30/2010	Phone: 863-634-4526 Fax: 863-763-3088 Vendor:114229 SBE: Y Cert.Valid To Date: 04/30/2013
LANDSCAPE SVC PROFESSIONALS INC 6115 NW 77TH WAY TAMARAC FL 33321 Email : KARMENBLSP@COMCAST.NET Cert.Valid From Date: 07/31/2009	Phone: 954-721-6920 Fax: 954-721-6923 Vendor:103083 SBE: X Cert.Valid To Date: 07/31/2012
LANDSCAPES OF DISTINCTION INC PO BOX 542545 LAKE WORTH FL 33454-2595 Email : SUPERCGCS@AOL.COM Cert.Valid From Date: 09/23/2009	Phone: 561-304-1636 Fax: 561-304-1663 Vendor:112552 SBE: Y Cert.Valid To Date: 09/23/2012
LJ CLARK CONSTRCTN INC 335 COUNTY RD 721 LOOP MOORE HAVEN FL 33471 Email : LJCLARKCONSTINC@AOL.COM Cert.Valid From Date: 07/30/2009	Phone: 863-946-2438 Fax: 863-946-2439 Vendor:102279 SBE: Y Cert.Valid To Date: 07/30/2012
LUNACON ENGRG GRP CORP 16501 SW 77TH AVE PALMETTO BAY FL 33157 Email : PBONILLA@LUNACONCORP.COM Cert.Valid From Date: 05/12/2011	Phone: 786-293-0035 Fax: 786-293-0333 Vendor:115419 SBE: V Cert.Valid To Date: 05/12/2014
MACK & SON LLC 921 27TH ST WEST PALM BEACH FL 33407 Email : MACANDSON@BELLSOUTH.NET Cert.Valid From Date: 05/05/2010	Phone: 561-845-0717 Fax: 561-845-0171 Vendor:102105 SBE: T Cert.Valid To Date: 05/05/2013
MAGUIRES BOBCAT SVC INC 6868 NE 5TH ST OKEECHOBEE FL 34974 Email : MAYEVM21@EMBARQMAIL.COM	Phone: 772-263-1310 Fax: 863-763-3090 Vendor:117417 SBE: Y

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
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Cert.Valid From Date: 03/01/2010	Cert.Valid To Date: 03/01/2013
MAGUIRES HAULING INC 6905 NE 2ND ST OKEECHOBEE FL 34974 Email : STEELER07@EMBARQMAIL.COM Cert.Valid From Date: 03/30/2011	Phone: 863-634-2944 Fax: 863-763-3891 Vendor:115056 SBE: Y Cert.Valid To Date: 03/30/2014
MANCILS TRACTOR SVC INC 4551 SE HAMPTON CT STUART FL 34997 Email : MANCILSTRACTOR@BELLSOUTH.NET Cert.Valid From Date: 12/18/2009	Phone: 772-288-0951 Fax: 772-288-0983 Vendor:116371 SBE: Y Cert.Valid To Date: 12/18/2012
MARK S POPP 120 PONCE DE LEON ST ROYAL PALM BEACH FL 33411 Email : POPPCONSTRUCTION@AOL.COM Cert.Valid From Date: 01/25/2011	Phone: 561-793-1641 Fax: 561-793-1641 Vendor:113850 SBE: Y Cert.Valid To Date: 01/25/2014
MAYTIN ENGRG CORP 13900 NW 112TH AVE HIALEAH GARDENS FL 33018 Email : RMAYTIN@MAYTIN.COM Cert.Valid From Date: 09/28/2009	Phone: 305-970-8208 Fax: 305-827-4547 Vendor:116997 SBE: Y Cert.Valid To Date: 09/28/2012
MERICO INC 8606 SW 2ND ST OKEECHOBEE FL 34974 Email : ERUCKS@EMBARQMAIL.COM Cert.Valid From Date: 07/21/2009	Phone: 863-467-6267 Fax: 863-763-0952 Vendor:110194 SBE: Y Cert.Valid To Date: 07/21/2012
MITIGATING CIRCUMSTANCES INC 2070C TIGERTAIL BLVD DANIA BEACH FL 33004 Email : MITIGATING@BELLSOUTH.NET Cert.Valid From Date: 04/16/2010	Phone: 954-923-4300 Fax: 954-923-3988 Vendor:106075 SBE: Y Cert.Valid To Date: 04/16/2013
MOORE WALTERS & ASSOCS CONSTRCTN 4987 N UNIVERSITY DR STE 15B LAUDERHILL FL 33351 Email : MOOREWALTERS@YAHOO.COM Cert.Valid From Date: 12/08/2009	Phone: 954-275-7210 Fax: 954-749-3380 Vendor:112675 SBE: T Cert.Valid To Date: 12/08/2012
MSE SYSTS INC 603 VERONA ST KISSIMMEE FL 34741 Email : MSESYS@AOL.COM Cert.Valid From Date: 05/24/2010	Phone: 407-931-1221 Fax: 407-931-1222 Vendor:101950 SBE: V Cert.Valid To Date: 05/24/2013
MTW SVCS INC 13261 ROLLING GREEN RD NORTH PALM BEACH FL 33408 Email : MTWSERVICES@AOL.COM Cert.Valid From Date: 03/10/2010	Phone: 863-673-8864 Fax: 561-625-1781 Vendor:112671 SBE: Y Cert.Valid To Date: 03/10/2013

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

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MULLINGS ENGRG SVCS LLC 6289 W SUNRISE BLVD STE 122 SUNRISE FL 33313 Email : MULLINGSENG@HOTMAIL.COM Cert.Valid From Date: 07/07/2010	Phone: 954-583-2441 Fax: 954-727-0944 Vendor:113884 SBE: T Cert.Valid To Date: 07/07/2013
NAC CONSTRCTN INC 9065 SW 87TH AVE STE 112 MIAMI FL 33176 Email : NESTORCASTELLON@NACCONST.COM Cert.Valid From Date: 06/21/2010	Phone: 305-412-2275 Fax: 305-412-2278 Vendor:114114 SBE: Y Cert.Valid To Date: 06/21/2013
NATIVE CREATIONS INC 10531 PINWOOD TRL JUPITER FL 33478 Email : NATIVEBARNETT@BELLSOUTH.NET Cert.Valid From Date: 07/02/2009	Phone: 561-248-4347 Fax: 561-744-5339 Vendor:116731 SBE: Y Cert.Valid To Date: 07/02/2012
NATIVE TECHLGYS INC 6466 NW 5TH WAY FT LAUDERDALE FL 33309 Email : RMILLER@WETLANDSBANK.COM Cert.Valid From Date: 01/12/2010	Phone: 954-332-5910 Fax: 954-332-5952 Vendor:101929 SBE: Y Cert.Valid To Date: 01/12/2013
NTP SITE DEV INC 15604 SW 63 TER MIAMI FL 33193 Email : NTPSITE@BELLSOUTH.NET Cert.Valid From Date: 03/23/2010	Phone: 305-387-2009 Fax: 305-752-3914 Vendor:112405 SBE: V Cert.Valid To Date: 03/23/2013
OAC ACTION CONSTRCTN CORP 12540 SW 130TH ST STE 3 MIAMI FL 33186 Email : OZZIE@OACCONSTRUCTION.COM Cert.Valid From Date: 05/26/2010	Phone: 305-256-6655 Fax: 305-255-1004 Vendor:114041 SBE: V Cert.Valid To Date: 05/26/2013
OC UNLIMITED INC PO BOX 10635 RIVIERA BEACH FL 33419 Email : OCTRUCK@BELLSOUTH.NET Cert.Valid From Date: 11/07/2008	Phone: 561-842-1335 Fax: 561-842-7998 Vendor:115623 SBE: Y Cert.Valid To Date: 11/07/2011
ONE TWO TREE INC 7256 SW 42ND TER MIAMI FL 33155-4532 Email : MARC@ONETWOTREE.COM Cert.Valid From Date: 12/11/2009	Phone: 305-267-1426 Fax: 305-262-2256 Vendor:101041 SBE: Y Cert.Valid To Date: 12/11/2012
OPTIMUM SVCS INC 208 N PARROTT AVE OKEECHOBEE FL 34972 Email : REVANS@OPTSVC.COM Cert.Valid From Date: 10/27/2010	Phone: 863-467-2572 Fax: 863-467-8067 Vendor:103595 SBE: Y Cert.Valid To Date: 10/27/2013
PAC COMM INC 4226 SW 70TH CT MIAMI FL 33155 Email : PACCOMMINC@BELLSOUTH.NET	Phone: 305-381-5157 Fax: 305-357-7978 Vendor:115733 SBE: Y

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Cert.Valid From Date: 11/12/2008	Cert.Valid To Date: 11/12/2011
PACECON GENERAL CONTRACTORS INC 129 TURNBERRY DR ATLANTIS FL 33462 Email : CONPACEINC@AOL.COM Cert.Valid From Date: 09/21/2009	Phone: 561-827-7223 Fax: 561-304-1185 Vendor:116995 SBE: Y Cert.Valid To Date: 09/21/2012
PAFF TREE SVC LLC 6288 CALIFORNIA ST BROOKSVILLE FL 34604 Email : PAFF@BELLSOUTH.NET Cert.Valid From Date: 04/15/2010	Phone: 352-796-1876 Fax: 352-796-6750 Vendor:117618 SBE: Y Cert.Valid To Date: 04/15/2013
PALM BEACH PACIFIC INC 1275 NE 120TH ST OKEECHOBEE FL 34972 Email : PBPARMANDO@YAHOO.COM Cert.Valid From Date: 09/09/2009	Phone: 561-719-0036 Fax: 863-467-7559 Vendor:103659 SBE: V Cert.Valid To Date: 09/09/2012
PAPPAS CONSTRCTN INC 12841 SW 66TH TER DR MIAMI FL 33176 Email : BUILTBYPAPPAS@BELLSOUTH.NET Cert.Valid From Date: 03/23/2011	Phone: 305-496-7443 Fax: 305-387-1998 Vendor:114785 SBE: Y Cert.Valid To Date: 03/23/2014
PHI CONSTRCTN INC 5791 SW 178TH AVE SOUTHWEST RANCHES FL 33331 Email : GLM@PHICONSTRUCTION.COM Cert.Valid From Date: 11/10/2009	Phone: 954-577-2969 Fax: 954-577-2965 Vendor:117157 SBE: Y Cert.Valid To Date: 11/10/2012
PHILS EXPERT TREE SVC INC 4221 NW 71ST ST COCONUT CREEK FL 33073 Email : PHILTREE@BELLSOUTH.NET Cert.Valid From Date: 04/06/2010	Phone: 954-789-5924 Fax: 954-757-5657 Vendor:117589 SBE: Y Cert.Valid To Date: 04/06/2013
PJS LAND CLEARING & EXCAVATING INC 9396 PINION DR LAKE WORTH FL 33467 Email : PJSLAND1@BELLSOUTH.NET Cert.Valid From Date: 09/22/2009	Phone: 561-740-9938 Fax: 561-740-9981 Vendor:103268 SBE: Y Cert.Valid To Date: 09/22/2012
PRECISION GRADALL INC 4571 126TH DR N WEST PALM BEACH FL 33411 Email : PREGRADINC@COMCAST.NET Cert.Valid From Date: 04/13/2010	Phone: 561-791-1791 Fax: 561-791-1737 Vendor:104484 SBE: X Cert.Valid To Date: 04/13/2013
PROLIME CORP 58610 VAN DYKE WASHINGTON MI 48094 Email : PROLIME@SBCGLOBAL.NET Cert.Valid From Date: 11/04/2008	Phone: 586-781-7070 Fax: 586-781-7078 Vendor:114068 SBE: Y Cert.Valid To Date: 11/04/2011

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QUALIFIED BUILDERS INC PO BOX 3200 OKEECHOBEE FL 34973 Email : Cert.Valid From Date: 03/25/2009	Phone: 863-697-0184 Fax: Vendor:116304 SBE: Y Cert.Valid To Date: 03/25/2012
R CATALA TRACTOR & TRUCK WORK LLC 2050 MURRAY RD LABELLE FL 33935 Email : CATALA0824@EARTHLINK.NET Cert.Valid From Date: 09/18/2009	Phone: 863-673-1873 Fax: 863-675-5836 Vendor:112693 SBE: V Cert.Valid To Date: 09/15/2012
R&K EXCAVATING INC PO BOX 37 FELDA FL 33930 Email : Cert.Valid From Date: 02/24/2010	Phone: 863-675-0765 Fax: 863-675-3548 Vendor:107417 SBE: Y Cert.Valid To Date: 02/24/2013
RALPH WHITE CO PO BOX 827 WAVERLY FL 33877 Email : BRADRWCAOL.COM Cert.Valid From Date: 04/01/2010	Phone: 863-287-1864 Fax: 863-324-0904 Vendor:113281 SBE: Y Cert.Valid To Date: 04/01/2013
RANDY TRUCK SVC INC 20215 SW 180TH AVE MIAMI FL 33187 Email : RANDYTRUCK2000@AOL.COM Cert.Valid From Date: 07/26/2010	Phone: 305-796-6097 Fax: 305-253-5327 Vendor:114354 SBE: V Cert.Valid To Date: 07/26/2013
RCS EXCAVATION INC 1155 NW 160TH ST OKEECHOBEE FL 34972 Email : RCSEXCAVATION@AOL.COM Cert.Valid From Date: 02/15/2011	Phone: 863-441-1286 Fax: 863-592-9292 Vendor:114289 SBE: Y Cert.Valid To Date: 02/15/2014
RICK RICHARDS INC 24605 53RD AVE E MYAKKA CITY FL 34251 Email : RRINC@MAILMT.COM Cert.Valid From Date: 10/08/2009	Phone: 941-322-2375 Fax: 941-322-2775 Vendor:102559 SBE: X Cert.Valid To Date: 10/08/2012
RJ TRUCKING & BULLDOZING INC 231 SW 8TH ST DEERFIELD BEACH FL 33441 Email : RJBULLDOZING@AOL.COM Cert.Valid From Date: 03/10/2010	Phone: 954-214-6182 Fax: 954-570-6693 Vendor:117439 SBE: T Cert.Valid To Date: 03/10/2013
RJR CONSTRCTN INC 7025 SW 19TH TER MIAMI FL 33155 Email : RJRCONST@BELLSOUTH.NET Cert.Valid From Date: 11/17/2008	Phone: 305-244-1837 Fax: 305-267-1899 Vendor:100197 SBE: V Cert.Valid To Date: 11/17/2011
RJS CONSTRCTN GRP INC 17109 81ST LN N LOXAHATCHEE FL 33470 Email : RISCO@MAC.COM	Phone: 561-755-1590 Fax: 561-795-4715 Vendor:109267 SBE: Y

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
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Cert.Valid From Date: 02/11/2011	Cert.Valid To Date: 02/11/2014
RKC LAND DEV INC 13756 79TH CT N WEST PALM BEACH FL 33412 Email : RKCLANDDEVELOP@BELLSOUTH.NET Cert.Valid From Date: 02/09/2010	Phone: 561-662-4571 Fax: 561-791-9219 Vendor:113439 SBE: Y Cert.Valid To Date: 02/09/2013
RON'S TRACTOR MOWING & HYDRO AX SVCS 4520 KAISER AVE ST CLOUD FL 34772 Email : RTM-INC@COMCAST.NET Cert.Valid From Date: 10/23/2009	Phone: 407-957-4122 Fax: 407-891-0374 Vendor:117086 SBE: Y Cert.Valid To Date: 10/23/2012
ROYAL REGIONS INC 1031 NW 202ND ST MIAMI FL 33169 Email : RREGIONS@HOTMAIL.COM Cert.Valid From Date: 10/26/2009	Phone: 305-710-8787 Fax: 305-651-1315 Vendor:115485 SBE: T Cert.Valid To Date: 10/26/2012
RS CONSTRCTN OF SOUTHWEST FLORIDA 7173 SW CR 769 ARCADIA FL 34269 Email : FRAN-RAY@COMCAST.NET Cert.Valid From Date: 01/06/2009	Phone: 941-628-6407 Fax: 941-235-3624 Vendor:115949 SBE: Y Cert.Valid To Date: 01/06/2012
RTS LAND DEV SVCS INC 18343 120TH TER N JUPITER FL 33478-2016 Email : RTSDEVELOPMENT@AOL.COM Cert.Valid From Date: 04/09/2009	Phone: 561-744-0829 Fax: 561-745-6786 Vendor:115238 SBE: Y Cert.Valid To Date: 04/09/2012
S GRP INC 1470 N CONGRESS AVE STE 119 WEST PALM BEACH FL 33409 Email : ASANCHEZ@SGROUPINC.NET Cert.Valid From Date: 10/22/2010	Phone: 561-688-2295 Fax: 561-688-2298 Vendor:114695 SBE: V Cert.Valid To Date: 10/22/2013
SANDHILL ENVIRON SVCS LLC 5980 SE CR 760 ARCADIA FL 34266 Email : TONY@SANDHILLGROWERS.COM Cert.Valid From Date: 05/04/2009	Phone: 863-990-3369 Fax: 863-494-1364 Vendor:115984 SBE: X Cert.Valid To Date: 05/04/2012
SANTA CRUZ CONSTRCTN INC 4205 N COURTENAY PKWY MERRITT ISLAND FL 32953 Email : SCCI@SANTACRUZCONSTRUCTION.COM Cert.Valid From Date: 03/30/2011	Phone: 321-452-3190 Fax: 321-459-3358 Vendor:100301 SBE: V Cert.Valid To Date: 03/30/2014
SHANE TRACTOR SVC INC 10941 COUNTY VIEW DR LAKELAND FL 33809 Email : Cert.Valid From Date: 11/30/2009	Phone: 863-661-2965 Fax: 863-853-4203 Vendor:117182 SBE: Y Cert.Valid To Date: 11/30/2012

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SHINING STAR AGENCY LLC 1723 AMBER LN LAKE PLACID FL 33852 Email : SHININGSTARAGENCY@USA.COM Cert.Valid From Date: 12/23/2009	Phone: 863-441-0258 Fax: 863-699-9114 Vendor:117217 SBE: X Cert.Valid To Date: 12/23/2012
SL JAMESON CONSTRCTN SVCS INC 154 N BRIDGE ST LABELLE FL 33935 Email : SLJAMESONCONST.INC@EARTHLINK.NET Cert.Valid From Date: 05/10/2010	Phone: 863-675-3864 Fax: 863-675-8988 Vendor:114105 SBE: X Cert.Valid To Date: 05/10/2013
SLB CONSTRCTN SVCS INC 904 PROSPERITY FARMS RD NORTH PALM BEACH FL 33408 Email : LABALOGH@AOL.COM Cert.Valid From Date: 01/27/2010	Phone: 561-627-1010 Fax: 561-627-5111 Vendor:113899 SBE: Y Cert.Valid To Date: 01/27/2013
SMITH & CO INC 2400 S FEDERAL HWY STE 210 STUART FL 34994 Email : SSMITH@SMITHCOINC.NET Cert.Valid From Date: 03/11/2009	Phone: 772-223-0037 Fax: 772-463-1073 Vendor:100184 SBE: Y Cert.Valid To Date: 03/11/2012
SOUTH FLORIDA LAND CLEARING INC 15701 ORANGE AVE FT PIERCE FL 34945 Email : SFLCGW@GMAIL.COM Cert.Valid From Date: 03/22/2010	Phone: 772-461-9966 Fax: 772-461-9523 Vendor:112045 SBE: Y Cert.Valid To Date: 03/22/2013
SOUTHERN PIPELINE INC 10594 TAMIS TRL LAKE WORTH FL 33449 Email : FOX-DOUG@ATT.NET Cert.Valid From Date: 01/30/2009	Phone: 561-439-3755 Fax: 561-439-0571 Vendor:116075 SBE: Y Cert.Valid To Date: 01/30/2012
STRATEGO ENGRG CONSULTANTS INC 14415 SW 88TH ST STE G105 MIAMI FL 33186 Email : PBALEPOGI@STRATEGOCONSULTANTS.COM Cert.Valid From Date: 03/12/2009	Phone: 305-380-8440 Fax: 305-387-6336 Vendor:116240 SBE: V Cert.Valid To Date: 03/12/2012
SUNSHINE LAND DESIGN INC PO BOX 559 PRT SALERNO FL 34992 Email : MFENTON@SUNSHINELANDDESIGN.COM Cert.Valid From Date: 09/02/2008	Phone: 772-283-2648 Fax: 772-283-8944 Vendor:100205 SBE: Y Cert.Valid To Date: 09/01/2011
SUPERIOR WATERWAY SVCS INC 3755 FISCAL CT STE B RIVIERA BEACH FL 33404 Email : CYORK@SUPERIORWATERWAY.COM Cert.Valid From Date: 08/05/2009	Phone: 561-844-0248 Fax: 561-844-9629 Vendor:112240 SBE: Y Cert.Valid To Date: 08/05/2012
T A ENTERPRISES OF PALM BEACH INC 18852 43RD RD N LOXAHATCHEE FL 33470 Email :	Phone: 561-793-5477 Fax: 561-784-8701 Vendor:112812 SBE: X

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Cert.Valid From Date: 09/22/2009	Cert.Valid To Date: 09/22/2012
TAMPA CONTRACTING SVCS INC 11010 US HWY 41 N PALMETTO FL 34221 Email :	Phone: 941-721-7711 Fax: 941-721-7733 Vendor:116171 SBE: Y
Cert.Valid From Date: 02/20/2009	Cert.Valid To Date: 02/20/2012
TCS CONTRACTING CORP PO BOX 530299 MIAMI FL 33153 Email : CMS@TCSCCORP.COM	Phone: 305-756-8700 Fax: 305-756-8707 Vendor:116195 SBE: X
Cert.Valid From Date: 02/24/2009	Cert.Valid To Date: 02/24/2012
THOMPkins CONTRACTING INC PO BOX 546 LEHIGH ACRES FL 33970 Email : MARTYMTTHOMPkins@HOTMAIL.COM	Phone: 239-303-0648 Fax: 239-303-1976 Vendor:115618 SBE: Y
Cert.Valid From Date: 02/17/2011	Cert.Valid To Date: 02/17/2014
TIMBER TREE CO INC 2085 SW RANCH TRL STUART FL 34997 Email : TIMBERTREE@EARTHLINK.NET	Phone: 772-260-0377 Fax: 772-283-4828 Vendor:114302 SBE: Y
Cert.Valid From Date: 09/10/2010	Cert.Valid To Date: 09/10/2013
TMD CONSTRCTN CO 2702 CRAG ST FT MYERS FL 33901 Email : TYLER.DILLON@TMD-CO.COM	Phone: 239-337-9392 Fax: 239-337-9393 Vendor:108202 SBE: Y
Cert.Valid From Date: 02/17/2010	Cert.Valid To Date: 02/17/2013
TOLER ENTERPRISES INC PO BOX 1654 INDIANTOWN FL 34956 Email :	Phone: 772-597-4409 Fax: 772-597-4475 Vendor:103451 SBE: Y
Cert.Valid From Date: 01/27/2010	Cert.Valid To Date: 01/27/2013
TONY ALVAREZ LAND CLEARING INC 15400 OLD OLGA RD ALVA FL 33920 Email : VA1207@AOL.COM	Phone: 239-633-5586 Fax: 239-694-2999 Vendor:113355 SBE: Y
Cert.Valid From Date: 02/15/2011	Cert.Valid To Date: 02/15/2014
TONYS TREE SVC INC 10182 SE WILLIAMS DR HOBE SOUND FL 33455 Email : TONYKBTP@COMCAST.NET	Phone: 772-546-0211 Fax: 772-546-2447 Vendor:102831 SBE: T
Cert.Valid From Date: 10/22/2009	Cert.Valid To Date: 10/22/2012
TREASURE COAST LAWNS INC 2674 CONIFER DR FT PIERCE FL 34951 Email : JAGG2000@BELLSOUTH.NET	Phone: 772-409-4974 Fax: 772-672-4403 Vendor:111857 SBE: Y
Cert.Valid From Date: 10/08/2008	Cert.Valid To Date: 10/08/2011

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TREECYCLE LAND CLEARING INC 7227 7TH PL N WEST PALM BEACH FL 33411 Email : SEANCASEY@TREECYCLEINC.COM Cert.Valid From Date: 04/20/2011	Phone: 561-966-6095 Fax: 561-966-8671 Vendor:115506 SBE: Y Cert.Valid To Date: 04/20/2014
TREVINO ENTERPRISES INC 1291 24TH AVE NE NAPLES FL 34120 Email : TREVINOINC@AOL.COM Cert.Valid From Date: 02/01/2010	Phone: 239-825-6956 Fax: 239-353-9082 Vendor:113100 SBE: V Cert.Valid To Date: 02/01/2013
VANCE CONSTRCTN CO THE PO BOX 4592 WEST PALM BEACH FL 33402 Email : VANCECOCJ@AOL.COM Cert.Valid From Date: 02/20/2009	Phone: 561-650-0016 Fax: 561-650-8147 Vendor:113099 SBE: Y Cert.Valid To Date: 02/20/2012
VTV LLC 13780 SMITH SUNDY RD DELRAY BEACH FL 33446 Email : MAXIMUMSERVICES@BELLSOUTH.NET Cert.Valid From Date: 08/11/2010	Phone: 561-495-8006 Fax: 561-495-1002 Vendor:114001 SBE: Y Cert.Valid To Date: 08/11/2013
WALKER EXOTIC TREE ERADICATION & 120 S SEAS CT MARCO ISLAND FL 34145 Email : Cert.Valid From Date: 10/28/2008	Phone: 239-784-4417 Fax: Vendor:115557 SBE: Y Cert.Valid To Date: 10/28/2011
WBI CONTRACTING & SVCS INC 1740 E RD LOXAHATCHEE FL 33470 Email : WBICONTRACTING@GMAIL.COM Cert.Valid From Date: 07/07/2009	Phone: 561-640-5540 Fax: 561-697-8329 Vendor:106018 SBE: V Cert.Valid To Date: 07/07/2012
WESTBROOKS ENTERPRISES INC 6141 SW 51ST CT DAVIE FL 33314 Email : DEEWSYK@COMCAST.NET Cert.Valid From Date: 10/14/2009	Phone: 954-557-2519 Fax: 954-587-6502 Vendor:117024 SBE: T Cert.Valid To Date: 10/14/2012
WOODS & WETLANDS INC 18731 DURRANCE RD NORTH FT MYERS FL 33917 Email : INFO@WOODSANDWETLANDSINC.COM Cert.Valid From Date: 03/09/2011	Phone: 239-567-1857 Fax: 239-567-0932 Vendor:118408 SBE: Y Cert.Valid To Date: 03/09/2014
WRANGLER CONSTRCTN INC 12855 SW 136TH AVE STE 206 MIAMI FL 33186 Email : RAFA@WRANGLER-CONSTRUCTION.COM Cert.Valid From Date: 02/15/2011	Phone: 305-278-4719 Fax: 305-278-4720 Vendor:114129 SBE: V Cert.Valid To Date: 02/15/2014
WW COMPANIES INC 173 CR 720 CLEWISTON FL 33440 Email : EVERGLADESTREE@YAHOO.COM	Phone: 863-983-7977 Fax: 863-983-2345 Vendor:113416 SBE: Y

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Classification Description

A	Dist Certified Asian
B	Dist Certified Afric
C	Small Business-Distr
D	Non-Minority
F	Dist Certified Woman
G	Small Business - Sta
H	Dist Certified Hispa
I	Dist Non-Certified A
J	Dist Non-Certified H
K	Dist Non-Certified A
L	Dist Non-Certified N
M	Dist Non-Certified W
N	Dist Certified Nativ
O	Small Business - Fed
P	> 51% Minority Board
Q	> 51% Minority Offic
R	> 51% Minority Commu
S	Other Non-Profit
T	SBE African
U	SBE Asian
V	SBE Hispanic
W	SBE Native
X	SBE Woman
Y	SBE Non-Minority
Z	Unknown

Selected Classification Description

T	SBE African
U	SBE Asian
V	SBE Hispanic
W	SBE Native
X	SBE Woman
Y	SBE Non-Minority

Special Monitoring Issues

The issues described below highlight the need for an applicant to closely monitor large contracted debris clearance, removal, and disposal activities. The issues focus on some of the problems associated with major debris disposal contracts and justify the need to monitor activities at local debris management and final disposal sites. It is essential that applicant's staff work to ensure that the debris removal contractors perform the required services at a reasonable cost.

Equipment

The most typical unit measurement for vegetative and construction and demolition debris is the cubic yard. Debris trucks are evaluated for capacity at the DMS or final disposal sites. Applicants should require contractors to use appropriate equipment to load debris efficiently so that the maximum level of compaction can be achieved to facilitate expeditious removal of debris from the public rights-of-way.

The photos below illustrate the capacities to which a truck may be loaded.



Figure 11.2 - 100% Loaded Truck

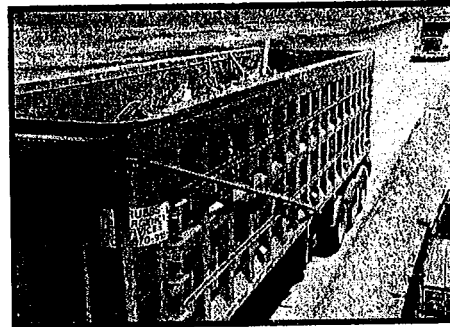


Figure 11.3 - Less Than 100% Loaded Truck

Equipment limitations impact the maximum loading capacity of some vehicles. The following is a list of truck conditions and the eligible capacities.

Hand-loaded trucks and trailers cannot achieve compaction levels comparable to mechanically-loaded vehicles. This effectively reduces the capacity of the hand-loaded truck or trailer in comparison to a truck or trailer that is loaded mechanically. Therefore, FEMA only reimburses 50 percent of the debris monitor's observed capacity percentage for a hand-loaded truck or trailer.

Example: If a hand-loaded truck or trailer appears to be 100 percent full and would normally be recorded at 100 percent, that load should be recorded at 50 percent.

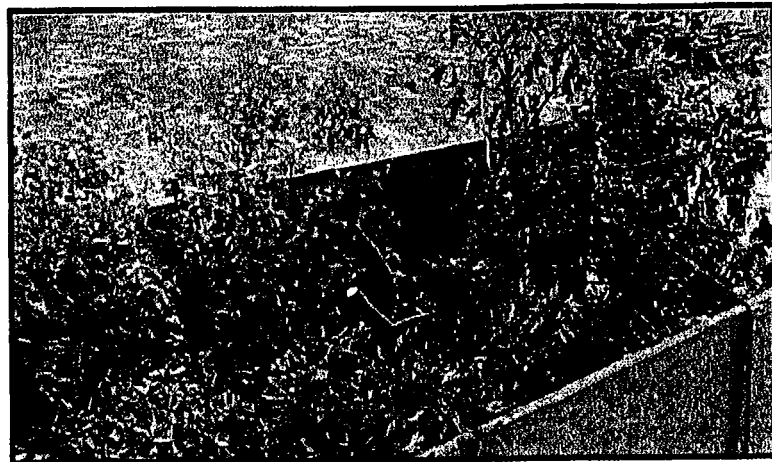


Figure 11.4 – Hand-Loaded Trailer

A truck with no tailgate or no solid tailgate cannot be compacted to its full capacity; therefore, FEMA only considers a maximum of 85 percent of the certified truck capacity for reimbursement purposes.

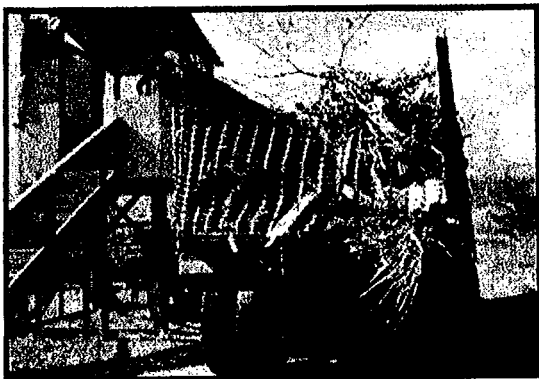


Figure 11.5 – Truck With No Tailgate



Figure 11.6 – Truck With No Solid Tailgate

Also, hand loading debris in trucks or trailers does not achieve maximum compaction and as a result debris removal operations take longer to complete. A hand-loaded truck hauls less debris by weight per cubic yard than a mechanically loaded truck.

Applicants should be aware of the differences between hand loading and mechanical loading when negotiating unit costs and should establish standard conversion factors in the contract agreements to address those differences. Refer to Appendix G, *FEMA RP9523.12, Debris Operations - Hand-Loaded Trucks and Trailers*, for additional information about hand-loaded trucks and trailers.

Monitoring Tips

Monitors should be aware of situations that could impact an applicant's reimbursement under the Public Assistance Program. They should be on the lookout for:

Inaccurate Truck Capacities - Trucks should be measured before operations and load capacities should be documented by truck number. Periodically, trucks should be pulled out of operation and re-measured by the applicant.

Trucks Not Fully Loaded - Do not accept the contention that loads are higher in the middle and if leveled would fill the truck. Monitors may check to see if that statement is valid.

Trucks Lightly Loaded - Trucks arrive loaded with treetops (or a treetop) with extensive voids in the load. Trucks need to be loaded to their full capacity with front end loaders or other similar equipment.

Trucks Overloaded - Trucks cannot receive credit for more than the measured capacity of the truck or trailer bed even if material is above the sideboards. If a truck is measured to carry 18 cubic yards, it cannot receive credit for more than 18 cubic yards. However, it can receive credit for less if not fully loaded or lightly loaded as described above.

Changing Truck Numbers - Normally, trucks are listed by an assigned vehicle number and capacity. There have been occasions where truck or trailer numbers with a smaller carrying capacity have been changed to one with a larger capacity. For instance, a 20-cubic-yard truck may have a number for a truck that can carry 30 cubic yards. This can be detected if the applicant periodically re-measures the trucks or records actual State license plate numbers in addition to a description of the truck. Maintaining truck and trailer certifications with attached photos at the DMS tower can assist in mitigating such activities.

Reduced Truck Capacity or Increased Truck Weight - There have been occasions where trucks have had heavy steel grating welded two to three feet above the bed after being measured, thus reducing the capacity or inflating the weight of a load. This can be detected by periodically re-measuring the truck bed or recertifying the truck tare weight.

Wet Debris When Paid by Weight - Excessive water added to debris will increase the weight of the load. When the contractual unit cost is based on weight, this increases the cost to the applicant. Contractors have added excessive water to debris loads to increase the weight when being paid by the ton. This can be detected during monitoring if there is excessive water dripping from the truck bed or by inspecting the truck bed immediately after unloading. The applicant should periodically recertify the truck tare weight.

Multiple Counting of the Same Load - Trucks have been reported driving through the disposal site without unloading, then re-entering with the same load. This can be detected by observing